



## **RESOLUTION**

**APPROVAL TO ENTER INTO A MASTER AGREEMENT WITH THE UNITED STATES GENERAL SERVICES ADMINISTRATION REGARDING CONDITIONS FOR DEVELOPMENT AND OPERATIONS OF THE HONOLULU RAIL TRANSIT PROJECT AFFECTING THE PRINCE JONAH KUHIO KALANIANA'OLE FEDERAL BUILDING AND COURTHOUSE, TAX MAP KEY NO. 2-1-027:02 (PORTION).**

WHEREAS, the City Administration and the United States General Services Administration ("GSA") began discussions on the terms and process that will govern the City's access to real property and transfer of certain real property interests for the design, planning, construction, operation, repair, and maintenance of the Honolulu Rail Transit Project on a portion of the Prince Jonah Kuhio Kalaniana'ole Federal Building and Courthouse property (hereinafter referred to as "PJKK"), as shown in Exhibit "A"; and

WHEREAS, in exchange for the property rights it requires, the Honolulu Authority for Rapid Transit ("HART") has agreed to design and construct certain security, landscape and hardscape improvements on PJKK along that portion of Halekauwila Street fronting PJKK, in an amount not to exceed \$400,000.00, including, but not limited to, relocation and/or replacement of bollards, tree planting, irrigation, drainage, design, installation, and other architectural and security-related work and amenities; and

WHEREAS, the HART requires the following from the GSA:

1. Permanent, non-exclusive guideway and utility easements that will convey the right, privilege and authority to construct, reconstruct, use, operate, maintain and repair the railway project's guideway, relocated utilities, and other improvements to the Railway Project on a portion of PJKK;
2. Temporary construction easements across various portions of PJKK for utility relocation, guideway construction, and staging activities; and
3. A license agreement for non-federal use of federal real property to construct the aforementioned landscape and hardscape improvements, and to perform certain preconstruction utility relocation activities onto and within the subsurface of PJKK;

and

WHEREAS, the GSA will convey the requested real property interests to the HART subject to the terms, conditions, and provisions of the proposed master agreement attached hereto as Exhibit "B", provided that circulation and access to PJKK,



## **RESOLUTION**

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as well as security operations, protection, and the environment of the PJKK building tenants are not unreasonably impacted, and that the railway project impacts, mitigation costs, and associated conveyance expenditures are assumed by HART as set forth therein; and

WHEREAS, ROH, Section 1-8.6 requires City Council ("Council") approval of Honolulu High-Capacity Transit Corridor Project agreements as follows:

1. Any agreements or amendments to agreements concerning the Honolulu High-Capacity Transit Corridor Project that place an obligation on the City (other than HART or the Board of Water Supply) will require prior Council consent and approval; and
2. The final or draft version of the agreement or amendment must be provided to the Council for review prior to the Council's approval. In the event a draft agreement or draft amendment to an agreement is provided, if a material change is made to the draft agreement or draft amendment to the agreement after Council approval, such change will require additional Council review and approval;

now, therefore,

BE IT RESOLVED by the Council of the City and County of Honolulu, that the Council hereby consents to and approves the proposed master agreement that is attached hereto as Exhibit "B" and by reference made a part of this Resolution; and



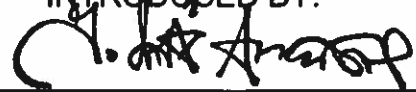
**CITY COUNCIL**  
CITY AND COUNTY OF HONOLULU  
HONOLULU, HAWAII

No. **19-146**

## RESOLUTION

BE IT FINALLY RESOLVED that copies of this Resolution be transmitted to the Mayor, the Managing Director, the DTS Director, the Honolulu Authority for Rapid Transportation, and the United States General Government Administration.

INTRODUCED BY:

 (br)

DATE OF INTRODUCTION:

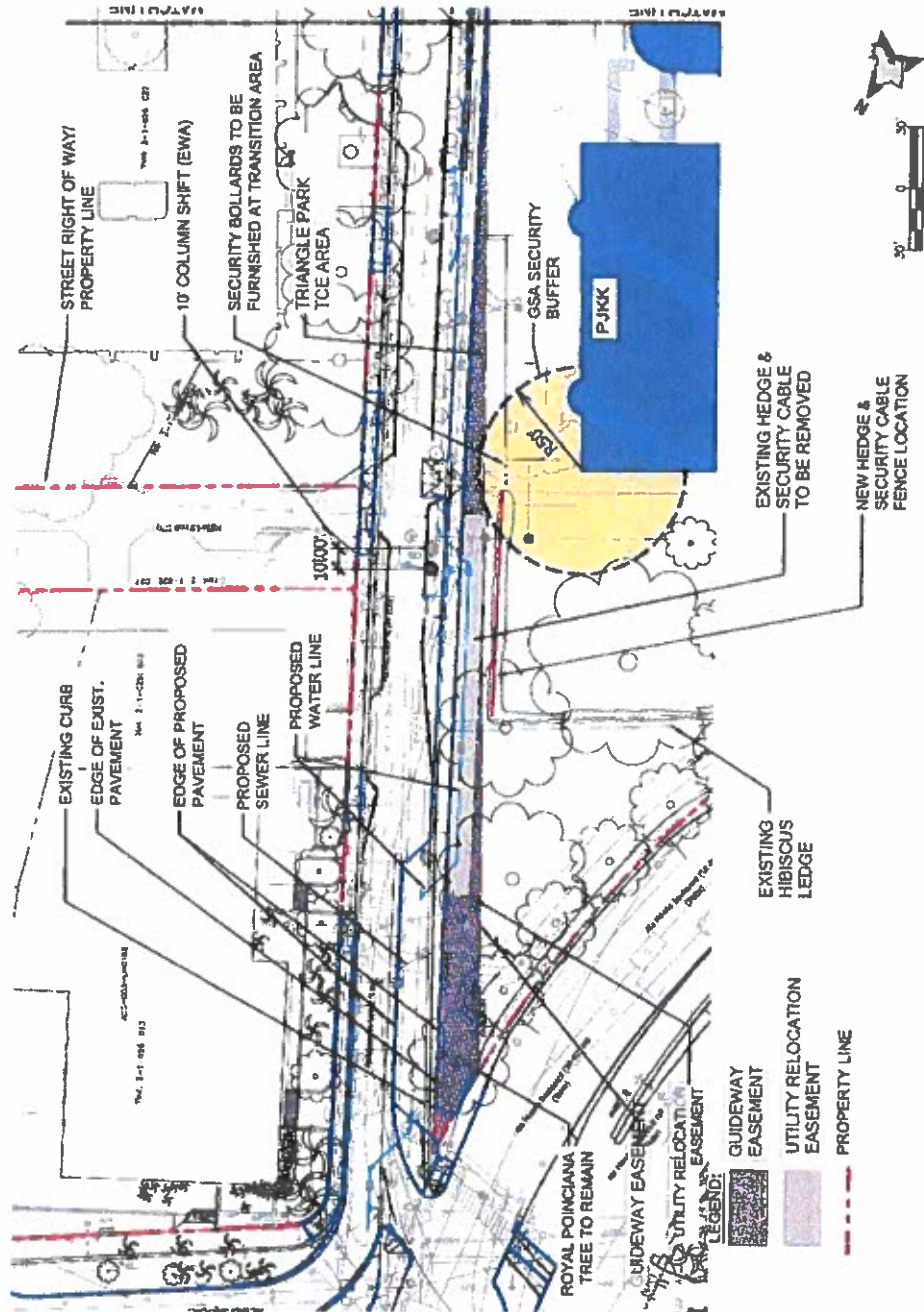
**JUN 18 2019**

Honolulu, Hawaii

Councilmembers

# EXHIBIT A

## GUIDEWAY AND UTILITY EASEMENT LOCATIONS



**AGREEMENT BETWEEN THE CITY AND COUNTY OF HONOLULU FOR THE  
BENEFIT OF THE HONOLULU AUTHORITY FOR RAPID TRANSPORTATION AND  
THE UNITED STATES GENERAL SERVICES ADMINISTRATION**

**REGARDING CONDITIONS FOR DEVELOPMENT AND OPERATIONS OF THE  
HONOLULU RAIL TRANSIT PROJECT AFFECTING**

**THE PRINCE JONAH KUHIO KALANIANA'OLE FEDERAL BUILDING AND  
COURTHOUSE**

**THIS AGREEMENT** is made and entered into this 13<sup>th</sup> day of February, 2019, by and between the CITY AND COUNTY OF HONOLULU, FOR THE BENEFIT OF THE HONOLULU AUTHORITY FOR RAPID TRANSPORTATION (hereinafter referred to as "HART"), and by its DEPARTMENT OF TRANSPORTATION SERVICES (hereinafter referred to as "DTS"; HART and DTS hereinafter collectively referred to as the "City Parties") and the UNITED STATES GENERAL SERVICES ADMINISTRATION (hereinafter referred to as "GSA"). In this agreement (the "Agreement"), HART, DTS, and GSA may each be individually referred to as a "Party" and collectively referred to as the "Parties." No third party shall have any rights hereunder.

**RECITALS:**

**WHEREAS**, the purpose of this Agreement is to set forth the terms for, and process that will govern access to real property for the design, planning, construction, operation, repair, and maintenance of the HONOLULU RAIL TRANSIT PROJECT (hereinafter referred to as the "Railway Project") on the PRINCE JONAH KUHIO KALANIANA'OLE FEDERAL BUILDING AND COURTHOUSE property (hereinafter referred to as "PJKK"). This Agreement does not affect any other property or property interest other than those described in the Exhibits below; and

**WHEREAS**, the City and County of Honolulu (hereinafter referred to as the "City") has commenced work on the Railway Project, a 20-mile grade-separated fixed guideway rail system from East Kapolei to Ala Moana Center, which will carry electrically powered trains transporting the public between railway stations; and

**WHEREAS**, HART, pursuant to Article XVII of the Revised Charter of the City and County of Honolulu 1973 (2017 Edition) ("RCH"), as amended, is the semi-autonomous agency responsible to carry out design, planning, construction, operation, repair, and maintenance activities for the Railway Project; and

**WHEREAS**, DTS, pursuant to §6-1703 RCH is the agency responsible to direct and perform the operation and maintenance of the City's multimodal transportation system, including the Railway project; and

**WHEREAS**, HART has requested access to a portion of PJKK owned by GSA for pre-construction activities, design, planning, construction, operation, repair, and maintenance of the Railway Project; and

**WHEREAS**, in exchange for the property rights it requires, HART has agreed to design and construct certain security, landscape and hardscape improvements on PJKK along that portion of Halekauwila Street fronting PJKK, including, but not limited to, relocation and/or replacement of bollards, tree planting, irrigation, drainage, design, installation, and other architectural and security-related work and amenities (hereinafter referred to as the **"Landscaping Improvements"**); and

**WHEREAS**, HART requires PERMANENT, NON-EXCLUSIVE GUIDEWAY AND UTILITY EASEMENTS that will convey the right, privilege and authority to construct, reconstruct, use, operate, maintain and repair the Railway Project's guideway, relocated utilities, and other improvements to the Railway Project on a portion of PJKK (hereinafter the respective **"Permanent Easement"**), located within Tax Map Key No. 2-1-027: 02, shown as the Guideway Easement and Utility Relocation Easement areas on the map attached hereto as **Exhibit A**; and

**WHEREAS**, HART requires TEMPORARY CONSTRUCTION EASEMENTS (hereinafter referred to as the respective **"TCE"**) from GSA across various portions of PJKK for utility relocation (hereinafter referred to as the **"Utility Relocation Project"**), guideway construction and staging activities associated with the Rail Project. These TCE's include (1) **"Triangle Park TCE"** for construction of rail guideway improvements, (2) the **"Utility Relocation TCE"** for relocation of a water line serving PJKK from under Halekauwila Street onto and within the subsurface of PJKK and (3) **"Punchbowl TCE"** that provides essential work space and staging area for column construction, utility relocation and sidewalk construction work that takes place in the public right-of-way in close proximity to PJKK property line by the portion of PJKK closest to the intersection of Punchbowl and Halekauwila Streets. The position of each TCE is described more completely in the TCE Map attached hereto as **Exhibit B**.

**WHEREAS**, HART requires a LICENSE AGREEMENT for non-Federal use of Federal real property (hereinafter referred to as the **"Security and Landscaping License Agreement"**) to construct the Landscaping Improvements, and to perform certain preconstruction activities associated with the Utility Relocation Project, onto, and within the subsurface of PJKK shown as the License Area on **Exhibit C**; and

**WHEREAS**, GSA will convey the requested real property interests to HART in exchange for equitable consideration contemplated in the form of the Landscaping Improvements, provided that circulation and access to PJKK, as well as security operations, protection, and the environment of the PJKK building tenants are not unreasonably impacted, and that the Railway Project, Utility Relocation Project, and Landscaping Improvements impacts, mitigation costs including but not limited to trees that may be relocated as part of construction at and upon PJKK, and associated conveyance expenditures are assumed by HART as set forth herein; and

**WHEREAS**, HART has prepared a **"Milestone Schedule for Access and Construction of the Landscaping Improvements, Utilities Relocation, and the Railway Project on PJKK"**, attached hereto as **Exhibit D**.

**THEREFORE**, for and in consideration of their mutual promises, covenants and agreements, and subject to the terms, conditions and provisions of this Agreement, the Parties agree as follows:

## **I. SECURITY AND LANDSCAPING IMPROVEMENTS**

- A. HART shall provide certain Landscaping Improvements to GSA as described herein as consideration for the acquisition of real property interests necessary for the Utility Relocation Project and the Railway Project. Attached hereto as **Exhibit E** are conceptual drawings and construction standards dated December 9, 2011 ("**Design Scoping Standards for Landscaping Improvements**"). HART agrees to provide the improvements on PJKK identified as the "**Landscaping Improvements and Services to be Provided by HART**" attached hereto as **Exhibit F**, in an amount not to exceed Four Hundred Thousand Dollars (\$400,000.00).
- B. HART shall construct and install new permanent cable rails/security wire fencing as a part of the Landscaping Improvements, to replace the fencing currently located near Triangle Park, with substantially the same specifications, crash standards, and shrubbery, approximately twelve (12) feet back from the PJKK property line in order to accommodate relocation and future maintenance of the water line.
- C. HART shall provide to GSA, for its review and approval, Preliminary and Final Construction Documents (collectively referred to as the "**Construction Documents**") describing all improvements to be done by HART, together with a Security and Landscaping License Agreement. The Construction Documents shall meet the following requirements and shall be provided to GSA in accordance with the "**Schedule of Landscaping Improvements to be Constructed by HART**" attached hereto as **Exhibit G**:
1. The Construction Documents shall consist of maps, plans and specifications which are prepared under the responsible control of a qualified, licensed design professional and which are signed and stamped in accordance with State law.
  2. HART shall construct the Landscaping Improvements in compliance with the Design Scoping Standards for Landscaping Improvements.
  3. In the event that the total costs of the Landscaping Improvements are projected to exceed Four Hundred Thousand Dollars (\$400,000.00), HART shall include a price proposal which shall itemize each individual improvement with the Preliminary Construction Drawing. GSA shall have the right to reduce the scope of work. The Final Construction Documents shall reflect the reduced scope of work.
  4. A preliminary construction schedule for GSA's review and approval which shall include at minimum the following: periodic construction meetings of no less than two (2) weeks, and inspections as necessary by GSA of the work at various stages including adequate time for review and approval. A final construction schedule shall be provided to GSA as part of the Final Construction Documents.
  5. Final Review and Inspection: GSA shall have the right to review and inspect the completed work as per the final construction schedule. Within thirty (30) business days of acceptance of the work by GSA, HART shall provide as-built drawings including any clarifications made to the Construction Documents by the design professional of record in the course of the construction work.

6. Warranty of Construction: The agreement providing access to HART to construct the Landscaping Improvements will contain the following provision:

“HART shall warrant that the construction of the Landscaping Improvements will be free of any defect in equipment, material, or design furnished or workmanship performed by HART. This warranty shall continue for a period of one (1) year from date of final acceptance by GSA. HART shall agree to remedy at its expense any failure to conform or any defect. In addition, HART shall remedy at its sole cost and expense any damage to GSA’s controlled real or personal property when that damage results from HART’s failure to conform to requirements described herein or any defect of equipment material, workmanship or design furnished. If HART fails to remedy any failure, defect, or damage within sixty (60) business days after receipt of notice, GSA shall have the right to replace, repair or otherwise remedy the failure, defect, or damage at HART’s expense. With respect to all warranties, express or implied, from contractors, manufacturers or supplies for work performed and materials furnished for work on PJKK, HART shall obtain all warrants that would be given in normal commercial practice; require all warranties to be executed, in writing for the benefit of GSA and enforce all warranties for the benefit of GSA, if directed by GSA. This warranty shall not limit GSA’s rights with respect to latent defects, gross mistakes or fraud. Warranties against fraud, latent defects, and gross negligence shall survive indefinitely.”

- D. HART shall provide to GSA for its review and approval, in accordance with the schedule in Exhibit G, a License Agreement, pursuant to Part IV. B, substantially in same form as attached in Exhibit J containing the above terms and conditions and including other terms customarily found in license agreements. Upon acceptance of the Landscaping Improvements and final revised Construction Documents, GSA shall convey the requested real estate interests identified in Part II D and Part III.C.2, in accordance with terms identified herein.

## **II. RELOCATION OF UNDERGROUND UTILITIES**

- A. HART has informed GSA that as preparation for the Railway Project it will need to relocate a water line serving PJKK, from under Halekauwila Street to federally owned property as identified on Exhibit A because these utilities conflict with the installation of foundations for columns that support the rail guideway.
- B. HART has informed GSA that it will also relocate a water line under the sidewalk located in the public right of way that borders PJKK property line near the Halekauwila Street/Punchbowl intersection at the eastern corner of PJKK property. This will require that the Punchbowl TCE be finalized by the parties to allow contractors sufficient space to perform utility relocation activities.
- C. As part of Utility Relocation Project, HART will provide, for GSA’s review and approval, drafts of the Utility Relocation TCE, as well as the Permanent Utility Easement containing terms and conditions customarily found in a Permanent Easement, together with legal descriptions. The proposed Utility Relocation TCE shall provide, at a minimum, for the following:



1. Construction documents including map(s) identifying the construction staging areas, existing utilities, proposed utilities, method of protection of existing utilities to be left in place (if applicable), and any necessary temporary facilities in accordance with the design criteria of the City to be attached as an exhibit to the Utility Relocation TCE.
2. A complete schedule of the work including the following:
  - a. Dates and times of temporary utility disruption and periodic construction meetings with GSA. Utilities cannot be disrupted during the Government's normal business hours (7:00 a.m. to 5:30 p.m.). HART shall provide fourteen (14) business days advance written notice of any disruption of utilities outside business hours. The written notice must include the planned date and duration of disruption. Normal utilities functions must be restored by 6:00 am of the first business day. Telecommunications cannot be disrupted for any length of time; and
  - b. Periodic construction meetings of no less than two (2) weeks to update GSA on the status of construction; and
  - c. Dates and times of interim and final inspection of the utilities.
3. Utility Disruption Contingency Plan describing how temporary utilities will be provided by HART for any disruption outside of normal business hours and how HART will respond to unanticipated situations (i.e., equipment failure).
4. Site Security plan depicting all site security measures necessary to separate the areas subject to construction from the remainder of the site through temporary construction fencing, dust barriers, site security lighting, protective devices, temporary railing, portable changeable message signs or warning signs for the safety of the tenants and invitees of PJKK, and provide temporary pedestrian access for those persons entering and exiting the PJKK buildings so that Federal operations are not unreasonably impacted during construction. At a minimum, the construction fencing shall be an eight (8) foot high chain link fence.
5. Method of construction and all surface restoration including abandonment details.
6. Warranty of construction: HART shall warrant that the utility relocation will be free of any defect in equipment, material, or design furnished or workmanship performed by HART. This warranty shall continue for a period of one (1) year from date of final acceptance by GSA. HART shall agree to remedy at its expense any failure to conform or any defect promptly after receipt of written notice from GSA. In addition, HART shall remedy at its sole cost and expense any damage to any federally-controlled property when that damage results from HART's failure to conform to requirements described herein or any defect of equipment material, workmanship or design furnished. If HART fails to remedy any failure, defect, or damage promptly or no later than sixty (60) days after receipt of notice, GSA shall have the right to replace, repair or otherwise remedy the failure, defect, or damage at HART's expense. With respect to all warranties, express or implied, from contractors, manufacturers or supplies for work

performed and materials furnished for work on PJKK, HART shall obtain all warrants that would be given in normal commercial practice; require all warranties to be executed, in writing for the benefit of the United States and enforce all warranties for the benefit of the United States, if directed by GSA. This warranty shall not limit GSA's rights with respect to latent defects, gross mistakes or fraud.

7. The utility relocation plans shall also identify any instance of connecting to or crossing existing underground utilities.
  8. Confirmation of HART's responsibility to find all known utilities regardless of USA and plan inaccuracies.
  9. Trees, shrubbery, fences, poles and other property and service structures shall be protected unless their removal is shown on the utility relocation or landscaping plans as approved by GSA.
  10. HART shall restore all surface treatments encountered in the relocation of utilities to an equivalent or better condition prior to the commencement of the relocation of the utilities. Restoration work shall include landscaping and areas abutting the area subject to the Utility Work to the condition existing at the start of work.
  11. HART shall maintain on a daily basis a complete set of record drawings. Drawings shall include actual locations of utility crossings, field dimensions and changes in the work. Drawings shall be marked "Record Drawings", shall be legible and shall be available for review by GSA at all times. After acceptance of the utility infrastructure by the City, completed "Record Drawings" shall be submitted to GSA within five (5) business days.
  12. HART shall provide that replacements of any existing utilities shall be designed and constructed to provide service at least equal to or greater than offered by the existing utility.
  13. HART shall provide adequate opportunity for GSA to inspect and review the completed utilities.
  14. HART shall provide to GSA documentation from the City and County of Honolulu inspection entity accepting/approving the relocated utility within seven (7) days after issuance of such documentation.
- D. HART shall provide drafts of the Utility Relocation TCE and Punchbowl TCE containing the above terms and conditions, and the draft Permanent Utility Easement to GSA for its review, in accordance with the "**Schedule and Sequence for Utility Relocation**" attached hereto as **Exhibit H**. Upon GSA's final approval and HART's fulfillment of the agreements above and obligations herein, including providing for consideration in the form of Landscaping Improvements described in Part I, GSA shall convey the Utility Relocation TCE and Punchbowl TCE to HART necessary to commence the Utility Relocation Project. Once DPP subdivision is completed along with other Permanent Utility Easement pre-conditions stated herein, GSA shall convey the Permanent Utility Easement.

### **III. RAILWAY PROJECT**

- A. HART has informed GSA that it will construct the Railway Project including an elevated fixed guideway rail system described as follows:
2. HART will construct an elevated fixed guideway along the Halekauwila Street boundary of PJKK, shown as the Guideway Easement on Exhibit A.
  3. The guideway span fronting PJKK requires four (4) standard pier columns, one (1) cantilever pier column and two (2) straddle columns for support.
  4. The guideway columns and superstructure height of the guideway range from approximately forty (40) to fifty-four (54) feet tall, from ground level to the top of the rail, on a portion of PJKK.
  5. The Railway Project will not include a crossover along the frontage of PJKK.
  6. The Railway Project barrier will include approximately three-foot four-inch (3'-4") acrylic panels and supporting steel fins that extend approximately ten (10) feet above the rail deck. The fins are configured to restrict the view from a moving train car into the PJKK buildings, while minimizing visual impacts from the guideway-facing side of PJKK buildings.
  7. A portion of the Railway Project crosses over PJKK in the areas shown as the Guideway Easement and Triangle Park TCE Area on Exhibits A and B.
- B. Within seven (7) business days after the execution of the Agreement, HART shall submit signed survey maps and legal description to GSA depicting the size and location of the proposed Permanent Guideway Easement. GSA shall have thirty (30) business days to review and approve such maps. Upon approval of the maps, GSA, as fee owner of PJKK, agrees to provide an authorization letter consenting to HART's submittal of subdivision applications/petitions with applicable local agencies/courts for designation of the Permanent Guideway Easement. HART shall pay for all costs, fees and expenses associated with the subdivision and easement designation process.
- C. HART shall provide to GSA proposed drafts of the Permanent Guideway Easement and Triangle Park TCE in accordance with the requirements specified in paragraphs 1 and 2 below. In the event the Guideway Easement is executed and recorded prior to the commencement of guideway improvement work at PJKK, the Triangle Park TCE will not be necessary.
1. At a minimum, the Triangle Park TCE shall provide for the following:
    - a. Proposed schedules of the Railway Project, including periodic construction meetings with GSA of no less than two (2) weeks.
    - b. Legal description.

- c. Map(s) identifying the construction staging area and location of proposed guideway.
  - d. Site Security plan that describes how HART intends to separate the areas subject to proposed construction from the remainder of the site through temporary construction fencing, dust barriers, site security lighting, protective devices, temporary railing, portable changeable message signs or warning signs for the safety of the tenants and invitees of PJKK, and provide temporary pedestrian access for those persons entering and exiting the PJKK buildings so that Federal operations are not unreasonably impacted during construction. At a minimum, the construction fencing shall be an eight (8) foot high chain link fence.
2. At a minimum, the Permanent Guideway Easement shall provide the following:
- a. Legal description.
  - b. HART shall ensure that final design of the Railway Project incorporates sound-mitigating features that ensure that the sound generated during operation of the rail system does not exceed the maximum acceptable noise levels of 'Lmax 80 dBa exterior' and 'Lmax 45 dBa interior' based upon recommendations contained in the Charles M. Salter PJKK Rail Measurement Study dated October 27, 2010.
  - c. For a period of thirty (30) days prior to fare-based operation, HART will be conducting system-wide operational testing in which rail trains will operate at regular schedules under real world, in-use conditions. During this period, HART shall conduct Lmax methodology sound field measurements for noise on the exterior and interior of the PJKK buildings for any noise increase attributed solely to the passage of rail cars, in order to determine the noise conditions.
  - d. If as a result of the field measurements, the Railway Project's noise impacts exceed the noise impact levels specified in Part III.C.2.b., HART shall implement necessary mitigation measures to meet the noise level requirements specified in Part III.C.2.b. above during rail system operation.
  - e. HART shall work closely with GSA to coordinate the construction schedule in order to minimize noise impacts.
  - f. The Rail Project will be operated within the acceptable noise levels as outlined in Part III.C.2.b. above.
  - g. Provisions to allow the City Parties, their contractors and consultants, to use the described property to access the Railway Project for maintenance and repair. .
  - h. Provision that the Permanent Guideway Easement shall transfer to DTS automatically when the Railway Project commences revenue service, pursuant to §17-121 RCH.
  - i. Other terms and conditions customarily found in a Permanent Easement.

- D. Upon GSA's review and approval of the above agreements, and HART's fulfillment of its obligations stated herein including providing for consideration in the form of Landscaping Improvements as described in Part I, GSA shall convey to HART the Permanent Guideway Easement in accordance with the "Schedule and Sequence for Construction of Guideway Improvements" attached hereto as **Exhibit I**.

#### **IV. GENERAL CLAUSES**

The paragraphs below apply to all work performed by HART:

- A. HART shall perform or cause to be performed all work, labor, materials, services and contract administration necessary to complete the design and construction of all of the respective projects contemplated herein.
- B. All License Agreements shall be in the general form as the "License Agreement Template" attached hereto as **Exhibit J**, and shall contain the specific terms and conditions germane to that particular license.
- C. All TCE Agreements shall be in the general form as the "Temporary Construction Easement Template" attached hereto as **Exhibit K** and shall contain the specific terms and conditions germane to that particular TCE.
- D. In the event that applicable building code requires third-party inspections for any construction work on GSA property, HART shall provide copies of the third-party inspection reports to GSA within five (5) business days of receipt of the inspection report.
- E. HART shall conduct all of its activities outside of normal business hours of 7:00 a.m. to 5:30 p.m., unless such activities do not disturb the operations of the occupants and do not require the use of noise generating heavy equipment or machinery in which case construction activities may be conducted during normal business hours. HART shall coordinate with GSA to schedule alternate construction periods, including work performed on "super weekend" periods (Friday 6:00 p.m. to Monday 5:00 a.m.), as may be necessary from time to time, which will minimize impacts on PJKK weekday operations.
- F. For any of its construction on PJKK, HART shall provide a minimum of a fifty (50) foot security setback from the perimeter of the PJKK buildings, except where the Construction Documents for the Landscaping Improvements identifies otherwise.
- G. HART shall provide to GSA a list of employees that will be working on or adjacent to PJKK and shall require that those employees to display and/or provide identification while working, as a part of GSA's approval of the requirements specified in Parts I through IV in advance of each respective project.
- H. HART is responsible for maintaining any property under its control in a clean, safe, and sanitary manner, free of debris and hazards, or conditions that would cause subsidence, injury or harm to persons or property. HART shall ensure that all of its activities are conducted in a safe manner so as to avoid harming invitees, tenants, or others using PJKK.

- I. It is intended that GSA shall not be expected to incur any third party costs as a result of this Agreement including but not limited to any costs, fees, taxes, or assessments related to recording or filing documents, applications or permits necessary to facilitate any of the projects contemplated by this Agreement. HART shall be responsible for payment of all costs and associated expenses and fees related to the Railway Project, Utility Relocation Project, and the Landscaping Improvements, including but not limited to mitigation of damages resulting from the Railway Project, Utility Relocation Project, and the Landscaping Improvements, to the remainder of PJKK; remediation of hazardous materials released by HART; installation of an additional barrier, such as K-rails, in the area where the security fence was relocated if Rail Project is not completed and guideway barrier wall in Halekauwila Street is not installed; ; and corrective actions taken by GSA as a result of HART's noncompliance with terms and conditions of the License Agreement and/or TCE.
- J. Sidewalk closures will be necessary for jobsite safety as well as general public safety. In the interests of visitors, invitees, guests, neighbors, tenants, or others using PJKK, HART will coordinate with GSA for its input on re-direction and closures of the sidewalks at least ten (10) business days in advance of any proposed re-direction or closure; provided, however, that HART shall provide temporary pedestrian access for those persons entering and exiting the PJKK buildings so that Federal operations are not unreasonably impacted during construction.
- K. All property conveyed is provided "as is" without any kind of warranty or representation as to the quality or condition of the property, suitability of the property for the work contemplated in the Agreement, or the availability of utilities. GSA is not required to provide any utilities to HART.
- L. HART shall prepare reports, at its sole expense, including photographs, documenting the existing conditions of the areas where construction will take place, including adjacent areas, for the Landscaping Improvements, Utility Relocation Project, and the Railway Project. The purpose of these reports is to compare conditions of PJKK before and after HART's work. The report shall be submitted to GSA no later than five (5) business days in advance of each respective project.
- M. HART agrees to restore, repair or replace PJKK property to its respective condition just prior to the commencement of its work pursuant to the Railway Project, Utility Relocation Project, and the Landscaping Improvements. GSA will work with HART on each respective project to do a final walk through and inspection of each project and/or the property. All restoration work shall be completed no later than thirty (30) days after completion of the respective project and GSA's notification to HART regarding any necessary restoration work.
- N. HART has agreed to preserve the Royal Poinciana tree located at the apex of Ala Moana Blvd. and Halekauwila Street in GSA property. The elevated transit guideway will be constructed above this tree necessitating regular tree pruning which the Parties acknowledge must be performed for guideway safety and security purposes. HART will perform the initial tree pruning under the supervision of a certified arborist prior to guideway construction according to locally accepted tree pruning standards designed to preserve tree health. Subsequent pruning will be performed by GSA at the interval of twice annually based on typical growth pattern of the Royal Poinciana tree species. GSA agrees to maintain tree height at a distance of ten (10)

feet or more under the guideway. Further, GSA agrees to maintain tree canopy width at a distance of ten (10) feet or more from the nearest vertical column supporting the guideway. If GSA fails to maintain the tree according to the described pruning standards, HART or DTS shall make a written request for tree pruning to local GSA property management staff, who will comply with such request at the next scheduled pruning.

- O. HART shall indemnify, defend, protect and save harmless the United States and its employees against any and all loss, damage, claim, or liability whatsoever, due to personal injury or death, or damage to property of the United States or others directly or indirectly due to exercise by HART, its agents, employees, and contractors, of the privileges granted herein, or any act or omission of HART, its agents, employees, and contractors, including failure to comply with the obligations contained herein; provided, however, HART or HART's officers, employees or agents shall not be responsible for such portion of damages caused by the negligence or intentional misconduct of GSA. This indemnification shall survive the termination or expiration of this Agreement.
- P. HART shall provide Certificates of Insurance from all general contractors working on PJKK to GSA. The Certificates of Insurance will name GSA as additional insured.
- Q. GSA reserves the right for its employees, agents, and contractors to enter onto areas covered by the License Agreement, TCEs, and Permanent Easements, with twenty-four (24) hour notice, to inspect for compliance with the terms of this Agreement or in any emergency situation without advance notice. HART shall waive any and all claims against GSA on account of such entry unless such claims involve intentional misconduct or reckless behavior on the part of GSA employees, or its agents. HART shall not be liable or otherwise responsible for any losses, damages, or injuries to GSA, its employees, agents, or contractors resulting from their entry without notice, except to the extent such losses, damages, or injuries are caused by HART's negligence or intentional misconduct.
- R. Storage, treatment, or disposal of toxic or hazardous materials and hazardous wastes on PJKK is prohibited. HART shall take all response actions necessary under federal and state law to address any hazardous substances that have been released into the environment where such a hazardous substance is attributable to HART or its contractors. In the event that any item or part of PJKK, including subsurface areas, shall require remediation, repair, rebuilding or replacement resulting from such release caused by HART, HART shall complete the required remediation within thirty (30) business days of notice by GSA; or if the nature of the remediation is such that more than thirty (30) business days is required for remediation then HART shall commence the required performance within such thirty (30) business day period and thereafter diligently prosecute the same to completion.
- S. In the event that any item or portion of PJKK shall require repair, rebuilding, restoration or replacement resulting from loss or damage caused by HART, HART shall make such required repair, rebuilding, restoration or replacement within thirty (30) business days of notice from GSA, or if the nature of the remediation is such that more than thirty (30) business days is required for remediation then HART shall commence the required performance within such thirty (30) business day period and thereafter diligently prosecute the same to completion.
- T. GSA and HART agree that (a) this Agreement may be executed in counterparts, each of which

shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties thereto, notwithstanding that the parties are not signatory to the original or to the same counterparts, and (b) facsimile and electronic signatures shall be binding and effective for all purposes and shall be treated the same as signatures on the original document. The Parties agree to promptly forward signed hard copies of the originals to the other Party.

- U. HART and GSA shall extend cooperation to each other and proceed under this Agreement in good faith to facilitate timely completion of the Railway Project, Utility Relocation Project, and the Landscaping Improvements. The Parties agree that when any component of the Railway Project, Utility Relocation Project, and the Landscaping Improvements, is subject to the approval of either Party, such approval shall not be unreasonably withheld. The Parties will cooperate in the execution of any forms necessary to implement any part of this Agreement. The Parties will also cooperate and work to avoid problems, including but not limited to, notification of any and all emergency situations, utility disruptions, and security issues. To that end, the Parties have designated the following staff members, or as otherwise designated in writing by HART or GSA, as the selected representatives of each Party to act on each respective Party's behalf with respect to this Agreement. Every notice, demand, request, or other document or instrument delivered pursuant to this Agreement shall be in writing, and shall either be personally delivered, sent via e-mail with the original subsequently delivered by any other means authorized herein, or sent by certified United States mail, postage prepaid, to the representative and address set forth below, or such other address as the Parties may designate in the future:

**HART**

Andrew Robbins  
Interim Director of Transit Property  
Acquisition and Relocation  
1099 Alakea Street, 17<sup>th</sup> Floor  
Honolulu, Hawaii 96813  
Phone: (808) 768-6262  
andrew.robbsins@honolulu.gov

**GSA**

Kurt Spieth  
PJKK Building Manager  
300 Ala Moana Blvd., Rm. 1-336  
Honolulu, Hawaii 96813  
Phone: (808) 541-3630  
kurt.spieth@gsa.gov

Furthermore, the Parties have designated the following staff members, or as otherwise designated in writing by HART or GSA, to act on each respective Party's behalf with respect to review and approval of the requirements in accordance with this Agreement.

**HART**

**Security and Landscaping Improvements**  
Amalia Hilliard  
Hills 23 Consulting, LLC  
Phone: (808) 781-5897  
amalia.hilliard@hills23.com

**GSA**

Rey Lagasca  
Project Manager  
50 United Nations Plaza, MB#9  
San Francisco, CA 94102  
Phone: (415) 522-2665  
rey.lagasca@gsa.gov

**Relocation of Underground Utilities**  
Steve Welling



SSFM International  
501 Sumner Street, Suite 620  
Honolulu, HI 96817  
Phone: (808) 727-9649  
steve\_welling@ssfm.com

Railway Project  
Contractor to be named

**IN WITNESS WHEREOF**, the Parties have hereto subscribed their names as of the date written below.

**City and County of Honolulu for the Benefit of the  
Honolulu Authority for Rapid Transportation**

By:   
Andrew S. Robbins

Title: Executive Director and CEO

Date: 3/6/19

**Approved as to Form and Legality:**

By: 

Title: Deputy Corporation Counsel

Date: 3/1/19

**Approved as to Content:**

By:   
Andrew S. Robbins

Title: Interim Director of Transit Property

Acquisition and Relocation

Date: 3/6/19

**City and County of Honolulu Department of  
Transportation**

By: \_\_\_\_\_

Wes Frysztacki

Title: Director

Date: \_\_\_\_\_

**Approved as to Form and Legality:**

By: \_\_\_\_\_

Title: Deputy Corporation Counsel

Date: \_\_\_\_\_

**United States of America  
General Services Administration**

By: \_\_\_\_\_



Dan R. Brown

Title: Regional Commissioner  
Public Buildings Service  
Pacific Rim Region

Date: 2/13/2019

**LIST OF EXHIBITS:**

**The following exhibits are attached hereto and made a part of this Agreement:**

**Exhibit A – Guideway and Utility Easement Locations**

**Exhibit B – PJKK TCE Map**

**Exhibit C – Security and Landscape License Area Map**

**Exhibit D – Milestone Schedule for Access and Construction of the Landscaping Improvements, Utilities Relocation, and the Railway Project on PJKK**

**Exhibit E – Design Scoping Standards for Landscaping Improvements**

**Exhibit F – Landscaping Improvements and Services to be Provided by HART**

**Exhibit G – Schedule of Landscaping Improvements to be Constructed by HART**

**Exhibit H – Schedule and Sequence for Utility Relocation**

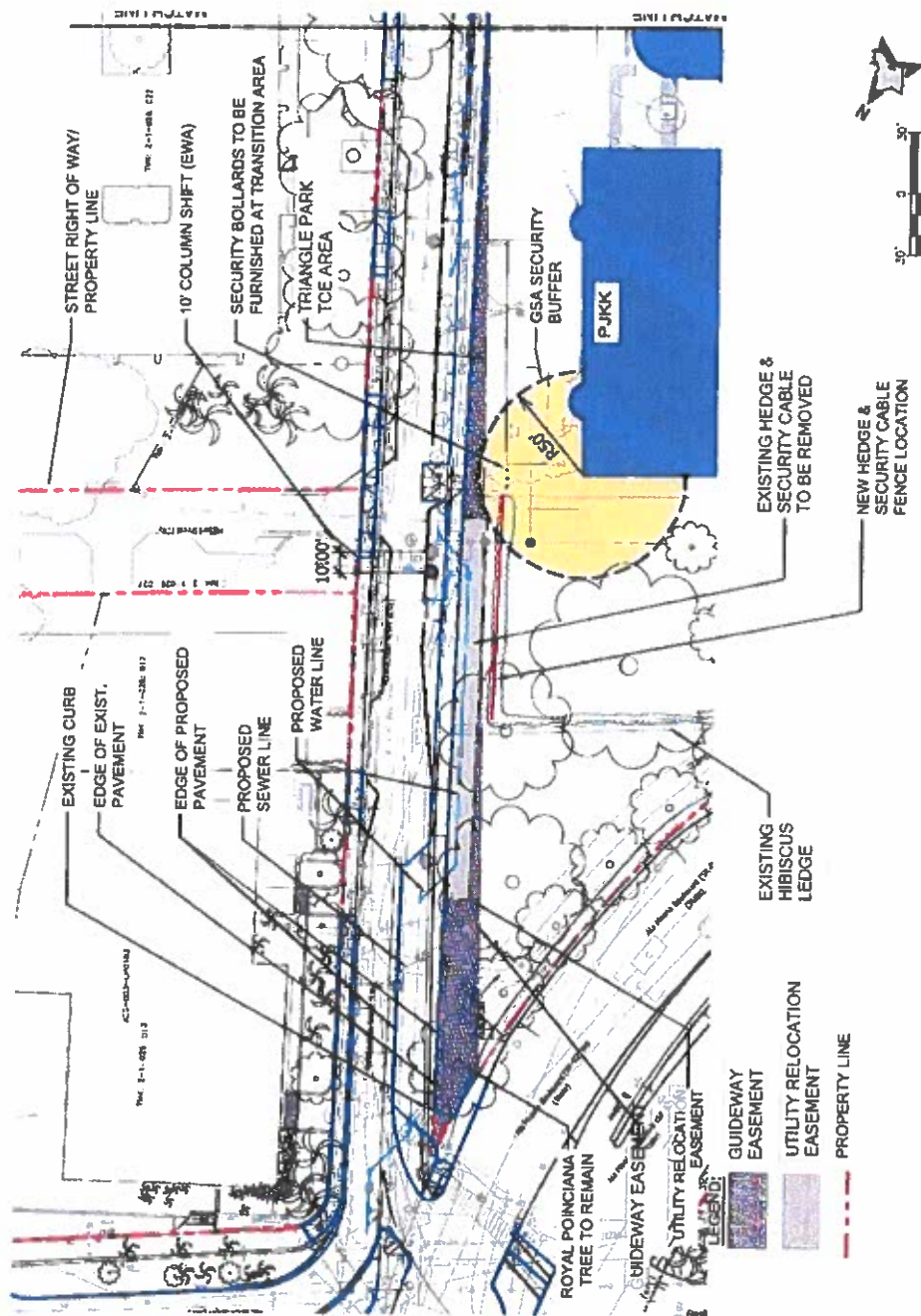
**Exhibit I – Schedule and Sequence for Construction of Guideway Improvements**

**Exhibit J – License Agreement Template**

**Exhibit K – Temporary Construction Easement Template**

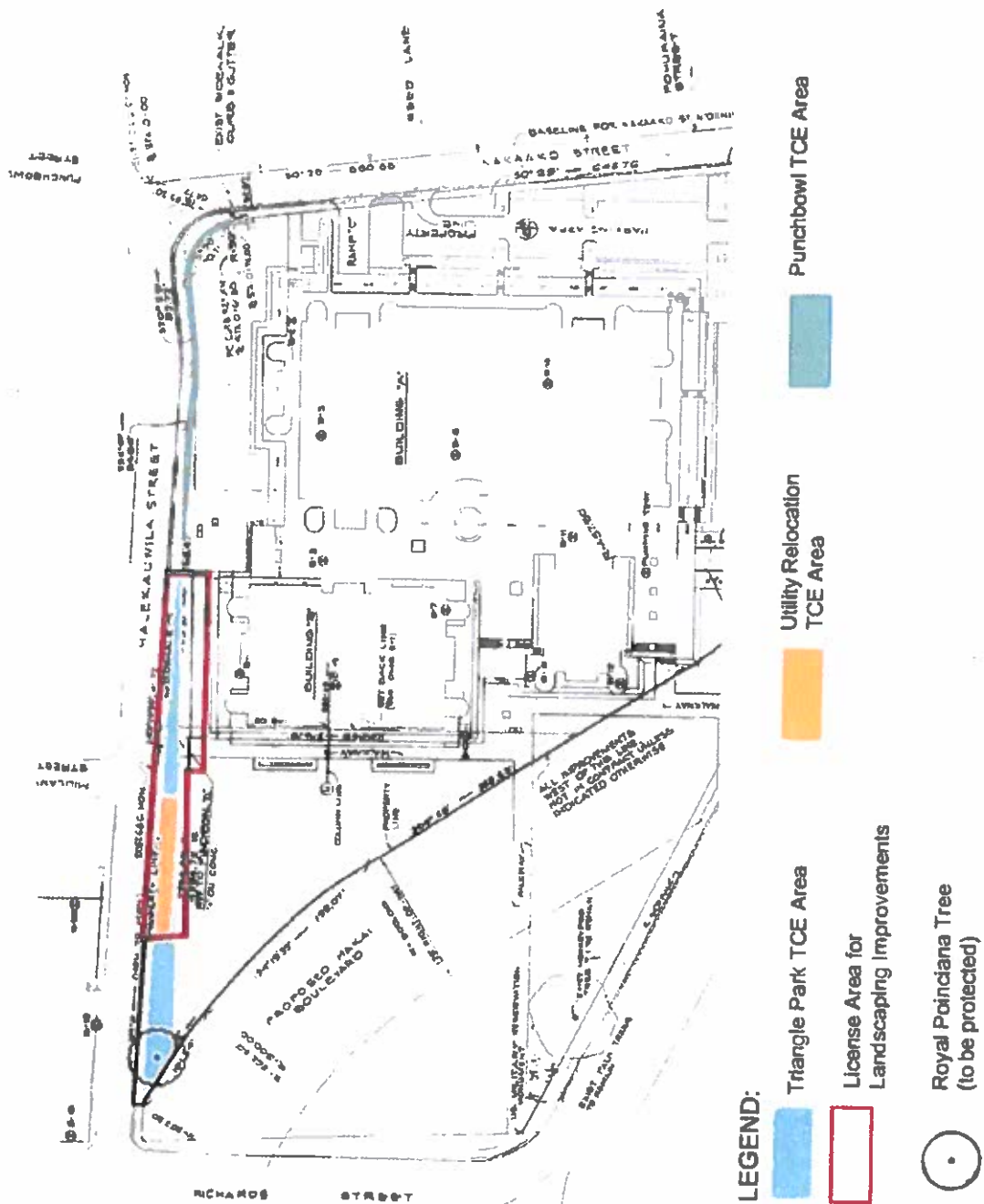
# EXHIBIT A

## GUIDEWAY AND UTILITY EASEMENT LOCATIONS



# EXHIBIT B

## PJKK TCE MAP



The map displays the 'License Area' in Honolulu, Hawaii. The area is outlined in red and includes the intersection of Halekuanua St and Halekuanua St. The map also shows the US District Court, District of Hawaii, and the Honolulu Police Department.

## EXHIBIT D

### MILESTONE SCHEDULE FOR ACCESS AND CONSTRUCTION OF THE LANDSCAPING IMPROVEMENTS, UTILITY RELOCATION, AND THE RAILWAY PROJECT ON PJKK

<b>Milestone</b>	<b>Target Date</b> (These are best estimates based on current information)
Execution of Master Agreement	February 2019
Execution of Security and Landscaping License	May 2019
Construction of Landscaping Improvements	June 2019 through September 2019
Execution of Utility Relocation and Punchbowl TCE	June 2019*
Execution of Permanent Guideway Easement	November 2019
Execution of Permanent Utility Easement	November 2019
Relocation of Utilities	December 2019 through December 2020
Execution of Triangle Park TCE	December 2020**
Construction of Column Foundation and Guideway	2022 through 2024
Rail System Testing & Startup	2024 through 2025

\* Construction work contemplated in Utility Relocation and Punchbowl TCE can only commence once construction of Landscaping Improvements is completed and approved.

\*\*Triangle Park TCE will only be executed if permanent guideway easement has not been executed at this time.

## DESIGN SCOPING STANDARDS FOR LANDSCAPING IMPROVEMENTS































SECTION 11 12 46 SECURITY BOLLARDS

PART 1 - GENERAL

1.1 SUMMARY

- A. Scope: Provide labor, material, equipment, related services, and supervision required, including but not limited to, manufacturing, fabrication, erection, and installation for fixed bollards as required for the complete performance of the work, and as shown on the Drawings and as herein specified.
- B. Section Includes: The work specified in this Section includes, but shall not be limited to, the following:
  - 1. Security bollards, including fixed lighted, fixed non-lighted, and removable non-lighted bollards in the Entry Plaza.

1.2 REFERENCES

- A. General: The publications listed below form a part of this Specification to the extent referenced. The publications are referred to in the text by the basic designation only. The edition/revision of the referenced publications shall be the latest date as of the date of the Contract Documents, unless otherwise specified.
- B. American Concrete Institute (ACI):
  - 1. ACI 305R, "Hot Weather Concreting."
  - 2. ACI 306R, "Cold Weather Concreting."
  - 3. ACI 308, "Standard Practice for Curing Concrete."
  - 4. ACI 309R, "Guide for Consolidation of Concrete."
  - 5. ACI 318/318M, "Building Code Requirements for Structural Concrete."
- C. American Welding Society (AWS):
  - 1. AWS A5.1, "Specification for Carbon Steel for Shielded Metal Arc Welding" (copyrighted by AWS, ANSI approved).
  - 2. AWS A5.5, "Specification for Low Alloy Steel Electrodes for Shielded Metal Arc Welding" (copyrighted by AWS, ANSI approved).
  - 3. AWS D1.1, "Structural Welding Code - Steel" (copyrighted by AWS, ANSI approved).
- D. ASTM (ASTM):
  - 1. ASTM A 53/A 53M, "Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated Welded and Seamless."
  - 2. ASTM A 108, "Standard Specification for Steel Bars, Carbon, Cold Finished, Standard Quality."
  - 3. ASTM A 496, "Standard Specification for Steel Wire, Deformed, for Concrete Reinforcement."
  - 4. ASTM A 497, "Standard Specification for Steel Welded Wire Fabric, Deformed, for Concrete Reinforcement."

5. ASTM A 615/A 615M, "Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement."
6. ASTM A 775/A 775M, "Standard Specification for Epoxy-Coated Reinforcing Steel Bars."
7. ASTM C 33, "Standard Specification for Concrete Aggregates."
8. ASTM C 150, "Standard Specification for Portland Cement."
9. ASTM C 494, "Standard Specification for Chemical Admixtures for Concrete."
10. ASTM C 1116/C 1116M, "Standard Specification for Fiber-Reinforced Concrete."

- E. National Association of Architectural Metal Manufacturers (NAAMM):
1. NAAMM MFM, "Metal Finishes Manual."

- F. South Coast Air Quality Management District (SCAQMD):
1. SCAQMD Rule #1168, "Adhesive and Sealant Applications," including most recent amendments.

### 1.3 PERFORMANCE REQUIREMENTS

1. General: Fixed bollard shall be a stand-alone bollard. The bollard design shall use a high strength steel pipe with reinforcing that is cast-in-place in a standard foundation.
2. The fixed and removable bollards shall be K4 crash rated standard foundation fixed bollards. They shall stop and disable a 15,000 pound vehicle traveling at 30 MPH (6,804 Kg @ 48.3 KPH). DOS K4 and ASTM M30 energy level.
3. Bollards shall be installed at the spacing indicated on the drawings in order to maintain the given crash ratings and GSA criteria. In no case shall the center to center exceed 48"

### 1.4 SUBMITTALS

- A. General: See Section 01 33 00 - Submittal Procedures.
- B. Product Data: Submit product data showing material proposed. Submit sufficient information to determine compliance with the Drawings and Specifications.
- C. Shop Drawings: Submit shop drawings for each product and accessory required. Include information not fully detailed in manufacturer's standard product data including, but not limited to, assembly and foundation.
- D. Samples:
1. Submit samples for verification purposes. Additional samples may be required to show fabrication techniques and workmanship.
- E. Quality Control Submittals:
1. Design Data: For installed products indicated to comply with certain design loadings, include structural analysis data signed and sealed by the professional engineer who was responsible for their preparation.



- F. **LEED Submittals:** Submittals that are required to comply with requirements for LEED certification include, but shall not be limited to, the following:
1. **Recycled Content Materials:** Provide product data and certification letter indicating percentages by weight of post-consumer and pre-consumer recycled content for products having recycled content. Include statement indicating costs for each product having recycled content.
  2. **Regional Materials:** Provide product data for regional materials indicating location and distance from the Project of material manufacturer and point of extraction, harvest, or recovery for each raw material. Distance shall be within 500 miles (805 Km) of the Project Site. Include statement indicating cost for each regional material and, if applicable, the fraction by weight that is considered regional.
  3. **Low-Emitting Materials:** Submit certification by the manufacturer confirming that products (i.e., adhesives, sealants, paints, coatings, etc.) are within the volatile organic compound (VOC) limits set by specific agencies or other requirements as outlined in LEED Green Building Rating System. VOC limits shall be clearly stated in the submittal.
- G. **Contract Closeout Submittals:**
1. **Warranty Data:** Submit manufacturer's warranty documents specified herein.
  2. **Installation Certification:** Submit letter of certification from the manufacturer, signed by the Contractor and the Installer, stating that the work was provided in compliance with the Contract Documents and that the installation was proper for the conditions of application and use, and resulted in the work being installed to comply with the performance characteristics specified.

## 15 QUALITY ASSURANCE

- A. **Qualifications:**
1. **Manufacturer Qualifications:** Manufacturer shall be a firm engaged in the manufacture of fixed bollards of types and sizes required, and whose products have been in satisfactory use in similar service for a minimum of five years.
  2. **Installer Qualifications:** Installer shall be a firm that shall have a minimum of five years of successful installation experience with projects utilizing fixed bollards similar in type and scope to that required for this Project, and shall be approved by the manufacturer. The Installer shall have had at least completed 20 Department of State (DOS) equivalent project installations in the past three years.
    - If work is to be done by a manufacturer-authorized installer, that authorized installer shall be one that has been trained by the manufacturer.
  3. **Welder Qualifications:** Qualify welding processes and welding operators in accordance with AWS standard qualification procedures. Operators shall carry proof of qualification on their persons.
- B. **Regulatory Requirements:** Comply with applicable requirements of the laws, codes, ordinances, and regulations of Federal, State, and local authorities having jurisdiction. Obtain necessary approvals from such authorities.

- C. **Manufacturer's Certified Representative:** At the start of the installation, periodically as work progresses, and after completion, furnish the services of the manufacturer's certified representative at the job site as necessary to advise on every phase of the work.
  - D. **Pre-Installation Conference:** Conduct pre-installation conference in accordance with Section 01 31 19 - Project Meetings. Prior to commencing the installation, meet at the Project site to review the material selections, installation procedures, and coordination with other trades. Pre-installation conference shall include, but shall not be limited to, the Contractor, the Installer, manufacturer's certified representative, and any trade that requires coordination with the work. Date and time of the pre-installation conference shall be acceptable to the Owner and the Architect.
  - E. **Single Source Responsibility:** Obtain fixed bollards and required accessories from a single source with resources to produce products of consistent quality in appearance and physical properties without delaying the work and without affecting the performance characteristics of the work. Any materials which are not produced by the manufacturer shall be acceptable and approved by the manufacturer.
- 1.6 DELIVERY, STORAGE, AND HANDLING
- A. Deliver materials to the Project site in supplier's or manufacturer's original wrappings and containers, labeled with supplier's or manufacturer's name, material or product brand name, and lot number, if any.
    - 1. Manufacturer's recommended measures shall be taken to prevent damage to the materials during shipment. Measures shall be of sufficient structural integrity to enable the assembly to be lifted and transported by overhead crane or forklift.
  - B. Upon receipt at the job site, materials shall be checked to ensure that no damage occurred during shipping or handling.
  - C. Store materials in their original, undamaged packages and containers, inside a well-ventilated area protected from weather, moisture, soiling, extreme temperatures, and humidity.
- 1.7 PROJECT CONDITIONS
- A. **Field Measurements:** Take field measurements prior to fabrication of the work and preparation of shop drawings, to ensure proper fitting of the work. Show recorded measurements on final shop drawings. Notify the Owner and the Architect, in writing, of any dimensions found which are not within specified dimensions and tolerances in the Contract Documents, prior to proceeding with the fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the work.
- 1.8 WARRANTY
- A. **General:** See Section 01 77 00 - Closeout Procedures.
  - B. **Special Warranty:** The Contractor shall warrant the work of this Section to be in accordance with the Contract Documents and free from finish and defects in materials and workmanship for a period of one year. The special warranty shall be countersigned by the Installer.
    - 1. Manufacturer will furnish a one year parts-only warranty.

2. Manufacturer's first year warranty will be valid only if:
  - Proper installation guidelines are followed.
  - Maintenance documents (records) must be submitted to SecureUSA Service Dept upon completion of each quarterly interval (as specified in OEM manual).
  - Vehicle strikes shall be reported to ensure continued coverage on remaining unaffected equipment.
  - Repair/replacements must be conducted under direction of SecureUSA support personnel if site personnel is self performing the work.
- C. Additional Owner Rights: The warranty shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and shall be in addition to and run concurrent with other warranties made by the Contractor under requirements of the Contract Documents.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURER

- A. Basis of Design: Product specified is "SU-FX Fixed Bollard" and "SU-BX 224-D6-G4 Removable Bollard" as manufactured by SecureUSA, Inc., 4250 Keith Bridge Road, Cumming, Georgia 30041; phone 888-222-4559; fax 770-889-7939; web site [www.SecureUSA.net](http://www.SecureUSA.net). Items specified are to establish a standard of quality for design, function, materials, and appearance.
  1. Product shall be field-tested and certified by the Department of State (DOS).
  2. All bollards shall have sleeves to match lighted bollard noted under Section 2.2C below.

### 2.2 MATERIALS

- A. LEED Requirements:
  1. Recycled Content Materials: Provide building materials with recycled content such that post-consumer recycled content plus one-half of pre-consumer recycled content constitutes a minimum of 10 percent of the cost of materials used for the Project. See LEED Green Building Rating System.
  2. Regional Materials: Provide a minimum of 10 percent based on cost, of building materials that are regionally extracted, processed, and manufactured.
  3. Low-Emitting Materials: Use adhesives, sealants, paints, coatings, etc., that comply with the specified limits for VOC content when calculated according to SCAQMD Rule #1168. See LEED Green Building Rating System for VOC content limits.
- B. Materials: Components, material, and procedures shall conform to the following specifications and codes:
  1. Steel Pipes: ASTM A 53/A 53M.
  2. Welding Electrodes: AWS A5.1 or AWS A5.5 E-7-XX.
  3. Shear Studs: ASTM A 108 and AWS D1.1.

4. **Welding:** Quality assurance and personnel according to AWS D1.1. Certify each welder has satisfactory passed the AWS qualifications.
5. **Concrete:**
  - a. Concrete shall conform to ACI 318/318M unless noted otherwise. Concrete shall be normal weight, 3000 psi (27.58 MPa) at 28 days with maximum water/cement material ratio of 0.50. Maximum slump for concrete shall be 5 inches (127 mm) at point of placement.
  - b. Unless noted, cement shall conform to ASTM C 150, Type I or Type II. Aggregates shall be normal weight conforming to ASTM C 33. Maximum size of aggregate shall be 1.5 inches (38 mm).
  - c. Concrete shall be air-entrained in accordance with ACI 318/318M, Table 4.2.1.
  - d. Concrete shall include, but shall not be limited to, a corrosion inhibitor complying with ASTM C 494, Type C at dosage of 1.5 times the minimum recommended by the manufacturer.
6. **Reinforcing Steel:**
  - a. Reinforcing steel shall conform to ASTM A 615/A 615M, Grade 60 (Grade 420) (60,000 psi [413.7 MPa]).
  - b. Welded deformed wire fabric (WDWF) shall conform to ASTM A 496 and ASTM A 497, Grade 80.
- C. **Bollards:** Bollard shall be a below-grade assembly containing a heavy steel cylindrical weldment that shall present an obstacle to approaching vehicles. Upon impact, forces shall be first absorbed by the weldment and then transmitted to the foundation of the unit.
  1. Bollard Height: 36 inches, as measured from the top of the sidewalk to the top of the bollard assembly with a decorative sleeve installed.
  2. Bollard diameter dimensions:
    - a. K4 = 8in (203mm)
  2. Bollard Sleeves
    - a. SU-BX910 CFL (lighted bollard)
    - b. SU-BX910 (non-lighted bollard)
    - c. Aluminum sleeve color shall be bronze to match architect's sample as noted under item 2.4B.1a below.

## 2.3 FABRICATION

- A. Manufactured parts shall be shop-welded and cleaned to specifications. Bollards or sleeves shall be coated with standard colors unless optional colors are specified.
  1. **Steel Structure:** The bollard shall be coated for corrosion protection in accordance with the manufacturer's written recommendations.
  2. **Architectural Enhancement:** Standard aluminum decorative outer shells shall be powder coated. Highlight colors shall be of equivalent quality.
  3. **Custom Architectural Enhancement:** Outer shells shall be finished in accordance with the Drawings.

## 2.4 FINISHES

### SECURITY BOLLARDS

11 12-46 - 6



- A. General: Comply with NAAMM MFM for recommendations relative to applying and designating finishes.
  - 1. Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of reviewed samples. Noticeable variations in the same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of reviewed samples and they are assembled or installed to minimize contrast.
- B. Aluminum Finishes: Finish designations prefixed by AA conform to the system established by the Aluminum Association for designating aluminum finishes.
  - 1. Powder Coat-Applied Finish: Manufacturer's standard powder coat-applied finish consisting of a topcoat according to coating manufacturer's written instructions for cleaning, pretreatment, application, thermosetting, and minimum dry film thickness.
    - a. Color: Match the Architect's bronze sample, UC106715 Mineral Brown.

### PART 3 - PRODUCTS

#### 3.1 EXAMINATION

- A. Verification of Conditions: Examine areas and conditions under which the work is to be installed, and notify the Contractor in writing, with a copy to the Owner and the Architect, of any conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected.
  - 1. Beginning of the work shall indicate acceptance of the areas and conditions as satisfactory by the Installer.

#### 3.2 PREPARATION

- A. Indicate the location of the bollards.
- B. Indicate all underground utility locations, USC&G benchmarks, property monuments, and other underground structures.
- C. Traffic shall be controlled around the fixed bollards during any work for safety purposes.
- D. Final grades and installation conditions shall be examined to verify compliance with manufacturer's written installation recommendations.

#### 3.3 INSTALLATION

- A. General: Install fixed bollards in accordance with reviewed product data, final shop drawings, manufacturer's written instructions, and as indicated on the Drawings.
  - 1. The excavation for the foundation shall be common for all bollards. The foundations shall be as shown on the Drawings.
  - 2. If the sidewalk is not level, the bollard shall always stay vertical. The appearance factor shall be considered and all bollards shall be in line.
  - 3. Before the concrete pour, the bollard shall be checked for vertical and horizontal alignment.

### SECURITY BOLLARDS

11 12 46 - 7

- B. **Corrosion:** The manufacturer will review specific job locations and make suitable recommendations where corrosion protection is needed.
- C. **Concrete:**
1. **General:** The Contractor shall use materials and employ construction methods in order to comply with the Drawings. The Contractor shall inform the Architect in writing of any specific deviations and obtain the Architect's written acceptance for the specific deviation. The Contractor shall verify and shall be responsible for dimensions and conditions at the job site.
  2. **Shallow Foundations:**
    - a. Foundation concrete may be placed directly into neat excavations, provided the sides of the excavation are stable. Where caving occurs, provide shoring. Type and method of shoring shall be at the Contractor's option.
    - b. The excavation shall be kept dry at all times. Ground water, if encountered, shall be pumped from the excavation.
    - c. Design net soil bearing pressure shall be 3000 psf (0.144 MPa) at a depth of 12 inches (203 mm) below adjacent grade. Footing excavations will be verified by others. It shall be the responsibility of the Contractor to report adverse conditions.
    - d. Sub-grade shall be uniformly compacted to at least 95 percent of the standard proctor maximum dry density.
  3. **Concrete:**
    - a. Hot weather concrete placement shall comply with ACI 305R. Cold weather concrete placement shall comply with ACI 306R.
    - b. Concrete curing shall comply with ACI 308.
    - c. Concrete shall be consolidated and shall comply with ACI 309R.
    - d. Control joints shall be scored or saw-cut joints (1 inch [25 mm] deep filled with sealant) to match existing conditions and shall be placed at a maximum spacing of 12 feet (3658 mm) on-center. Concrete surfaces that are exposed shall comply with the requirements of authorities having jurisdiction.
    - e. Provide spacer bars, chairs, spreaders, blocks, etc., as required to positively hold the steel in place. Dowels shall be firmly wired in place before concrete is poured.
    - f. Concrete shall be conveyed from the mixer to final deposit by methods that shall prevent separation or loss of materials. Troughs, buckets or the like may be used to convey concrete. In no case shall concrete be allowed to free drop more than 5 feet (1524 mm).
    - g. Concrete shall be thoroughly consolidated by suitable means during placement and shall be thoroughly worked around reinforcement, embedded fixtures, and into corners of forms.
    - h. Where exterior wall face requires shoring and/or forming, the forms shall be substantial and sufficiently tight to prevent leakage.
    - i. Backfilling shall be done by depositing and tamping into place clean sand or pouring lean concrete. Water jetting shall not be allowed.
    - j. Construction joints not indicated on the Drawings shall not be allowed. Where a construction joint is to be made, the surface of concrete shall be thoroughly cleaned and lintage and standing water removed.
    - k. The Contractor shall be responsible for the protection of adjacent areas against damage and shall repair or patch damaged areas to match existing improvements.
  4. **Reinforcing Steel:** Conform to ACI 318/318M.

**\*Recovery\* Repair**  
**And Alteration to the PJKK**  
**U.S. Courthouse (Part I)**  
**Project Number VHI00006**

March 1, 2011  
Issue for Bulletin No. 07AR.2

GSA Design Scoping  
Documents  
P 20 of 21

**3.4 CLEANING**

- A. The Contractor shall keep the construction area clean and at completion of work remove surplus materials, equipment, and debris and leave the premises in a clean condition acceptable to the Owner.

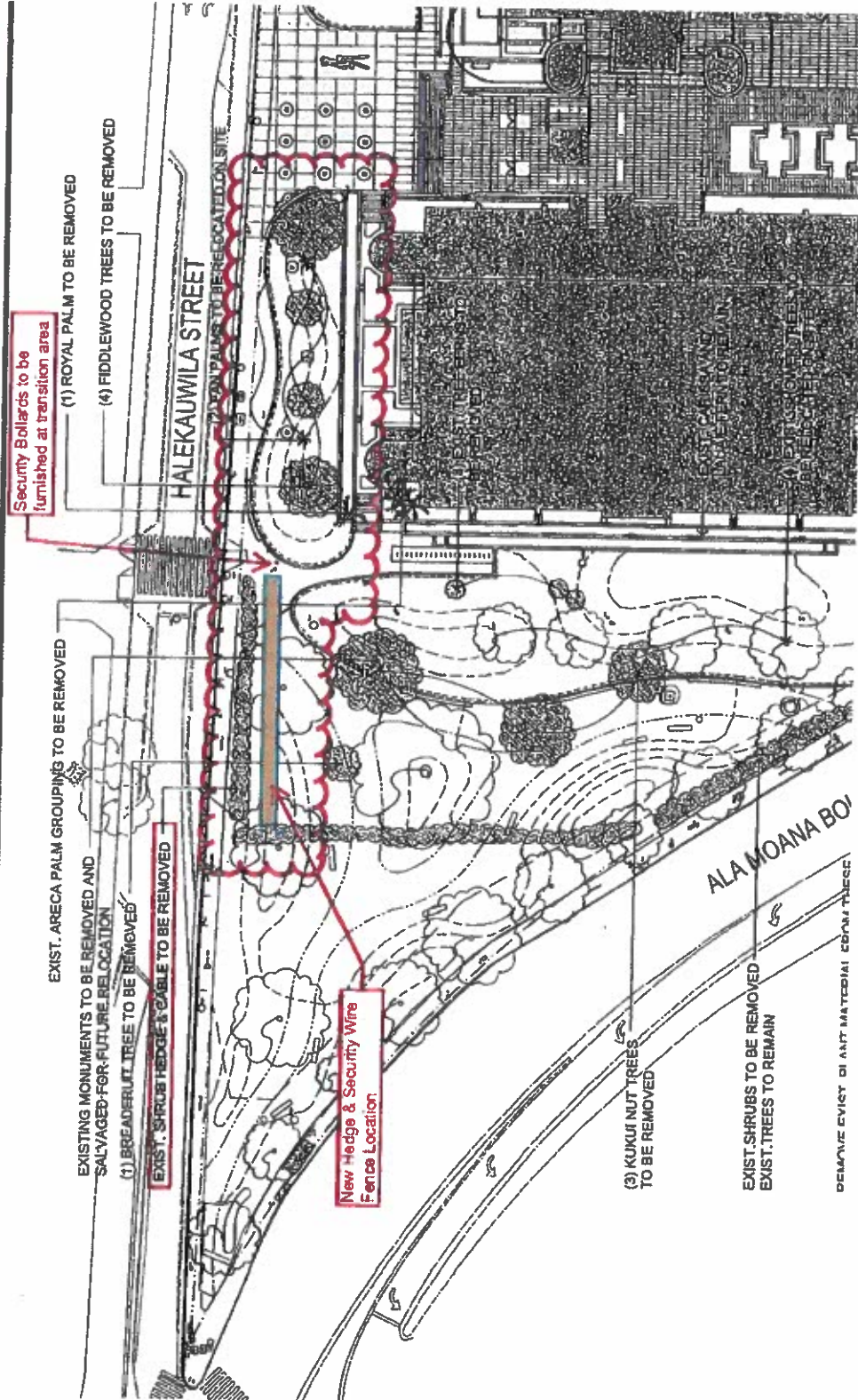
**3.5 PROTECTION**

- A. Provide final protection and maintain conditions in a manner acceptable to the Installer, that shall ensure that the fixed bollards shall be without damage at time of Substantial Completion.

END OF SECTION

SECURITY BOLLARDS

11 11 46 - 9



## **EXHIBIT F**

### **LANDSCAPING IMPROVEMENTS AND SERVICES TO BE PROVIDED BY HART**

- 1. Demolish concrete walkway and remove all debris**
- 2. Demolish and Relocate FDC monument to line up with new knee wall (subject to Honolulu Fire Department approval)**
- 3. Tree removal and property restoration**
- 4. Tree relocation**
- 5. Clear current vegetation**
- 6. Construction of knee wall**
- 7. Construction of benches**
- 8. Irrigation equipment**
- 9. Import fill dirt and grade**
- 10. Import topsoil**
- 11. Groundcover planting**
- 12. Tree planting**
- 13. Sidewalk construction**
- 14. Construct bollard foundation and place two (2) removable, eight-inch (8") square steel bollards**
- 15. Electrical hook-up for irrigation equipment**



## **EXHIBIT G**

### **SCHEDULE OF LANDSCAPING IMPROVEMENTS TO BE CONSTRUCTED BY HART**

1. Development of Construction Documents
  - A. Within thirty (30) business days after execution of the Agreement, HART will provide the following documents:
    - i. Set of Construction Documents prepared by licensed design professional based on conceptual drawings contained in Exhibit E.
    - ii. Site Security plan pursuant to paragraph C below
    - iii. Proposed draft of Security and Landscaping License Agreement pursuant to paragraph 3 below
  - B. GSA shall have forty-five (45) business days from receipt of the Construction Documents to approve or provide comments. If HART incorporates such comments/revisions into the plans in their entirety, GSA shall have five (5) business days after such comments or revisions are agreed to and incorporated into the Construction Documents to issue its approval
  - C. In addition to and concurrently with the Construction Documents for the Landscaping Improvements outlined in Exhibit F, HART shall provide a site security plan depicting all site security measures necessary to separate the areas subject to construction from the remainder of the site through temporary construction fencing, dust barriers, site security lighting, protective devices, temporary railing, portable changeable message signs or warning signs for the safety of the tenants and invitees of PJKK, and provide temporary pedestrian access for those persons entering and exiting the PJKK buildings so that Federal operations are not unreasonably impacted during construction. At a minimum, the construction fencing shall be an eight (8) foot high chain link fence.
2. City Approvals
  - A. Prior to commencement of construction, HART will secure all necessary approvals and permits from applicable local government agencies to commence construction.
  - B. Any inspection reports/permits generated in connection with the construction of the Landscaping Improvements shall be made available to GSA for review within five (5) days of receipt
3. Security and Landscaping Improvement License Agreement
  - A. HART has provided the draft license agreement to GSA in Exhibit J of the Agreement. The template language shall be finalized per agreement between the Parties.
  - B. Execution of Security and Landscaping Improvement License Agreement
    - i. Subject to HART's fulfillment of its obligations stated herein, within fourteen (14) business days of GSA approval of Construction Documents, GSA shall execute Security and Landscaping License Agreement

4. Construction

- A. It is estimated that construction will begin in the second quarter of 2019 and should take two-to-three (2-3) months subject to obtaining permits in a timely fashion, contractor and material availability. Work schedules with agreed upon dates may be developed after permitting is completed.
- B. Periodic meetings during construction will be held every fourteen (14) days at a time and location agreeable to contractor and GSA staff.

5. Final Review and Inspection

- A. Within fifteen (15) business days of notification of the completion of the Landscaping Improvements, GSA shall inspect the completed work.

## **EXHIBIT H**

### **SCHEDULE AND SEQUENCE FOR UTILITY RELOCATION**

1. Development of Plans
  - A. Within thirty (30) days after execution of the Agreement, HART shall provide GSA with a set of plans signed/stamped by applicable local agencies, describing the relocation of the water lines in connection with the Utility Relocation TCE and the Punchbowl TCE. GSA may review these plans to make certain the area to which the water line will be relocated is consistent with what has been represented in the Agreement Exhibits. All technical aspects of the utility relocation plans will be reviewed by those government agencies and/or utilities having jurisdiction over such matters.
  - B. HART shall provide the Site Security Plan, in accordance with Part II.C.4. herein, indicating locations of proposed temporary fencing and security barriers, grading, dust control features, and utilities that may be accessed as part of the utility relocation process.
2. City Approvals
  - A. Prior to commencement of construction, HART will secure all necessary approvals and permits from applicable local government agencies to commence construction.
  - B. Any inspection reports/permits generated in connection with the construction of the relocation of utilities shall be made available to GSA for review.
3. Utility Relocation TCE
  - A. HART shall provide drafts of the Utility Relocation TCE and Punchbowl TCE to GSA for review within thirty (30) days after the execution of the Agreement.
  - B. Execution of Utility Relocation TCE and Punchbowl TCE
    - i. Subject to HART's fulfillment of its obligations stated herein, and subject to receipt of approved/stamped plans from HART, within sixty (60) business days of receipt of the draft of the Utility Relocation TCE, GSA shall, subject to its review and approval of the agreements in Part II.C., execute both TCE's.
    - ii. A TCE template has been provided in Exhibit K of the Agreement. The template language shall be finalized per agreement between the Parties.
4. Permanent Utility Easement
  - A. Only the area contained within the Utility Relocation TCE will require a permanent easement. HART shall provide the draft Permanent Utility Easement, granting HART the right to access operate, maintain and repair/replace the water line within the easement area in perpetuity, to GSA for review within thirty (30) days of the execution of the Agreement. Execution of the Permanent Utility Easement is subject to HART obtaining necessary subdivision designations from the City of Honolulu Department of Planning and Permitting for designation of the Permanent Utility



Easement.

B. Execution of Permanent Utility Easement

- i. Within sixty (60) business days after HART's fulfillment of its obligations stated herein and completion of subdivision process with DPP, GSA shall, subject to its review and approval of the legal description and other customary terms and conditions, execute the Permanent Utility Easement.

5. Construction

- A. It is estimated that utility relocation work should begin by the fourth quarter of 2019 and take up to twelve (12) months to complete, subject to contractor and material availability. Work schedules with agreed upon dates shall be developed after permitting is completed.
- B. If utility service for PJKK will be disrupted, such disruption shall take place outside of normal business hours. HART shall provide a Utility Disruption Contingency Plan describing the duration of the anticipated interruption and if the disruption is more than two (2) hours, how temporary utilities will be provided by HART and how the HART will respond to unanticipated situations (i.e., equipment failure).
- C. Meetings during utility relocation will be held every fourteen (14) business days at a time and location agreeable to contractor and GSA staff.

## **EXHIBIT I**

### **SCHEDULE AND SEQUENCE FOR CONSTRUCTION OF GUIDEWAY IMPROVEMENTS**

1. Development of Plans
  - A. HART currently has pre-final construction plans that detail the location of the support columns in Halekauwila Street and the position of the guideway atop those columns. While none of the support columns are located on PJKK, the guideway platform will overhang a portion of the PJKK property in an area known as Triangle Park.
  - B. In the event the Permanent Guideway Easement is not executed and recorded by the time guideway-related construction is scheduled to commence, HART will require access during Railway Project construction to the area at Triangle Park, immediately underneath the guideway overhang and limited adjacent areas. The Triangle Park TCE will authorize such access pursuant to Part III. C. 1. of the Agreement.
  - C. HART anticipates that final plans for the columns and guideway fronting PJKK will be generated as early as fourth quarter of 2019. This is subject to the timely selection of the design builder for the Guideway Improvements within the City Center Section of the Railway Project and possible further refinement of the plans by the design-builder.
  - D. HART shall provide the Site Security Plan, in accordance with Part III.C.1.d. herein, indicating locations of proposed temporary fencing and security barriers, grading, dust control features, and utilities for the area to be accessed as part of the guideway construction process.
2. City Approvals
  - A. Prior to commencement of construction, HART will secure all necessary approvals and permits from applicable local government agencies to commence construction. HART expects to have final plans for the section of the guideway fronting PJKK and all applicable government approvals by third quarter of 2021. Backlogs or other delays in City review/approval process may result in delays.
  - B. Any inspection reports/permits generated in connection with the construction of the Construction of Guideway Improvements shall be made available to GSA for review upon request.
3. Permanent Guideway Easement
  - A. HART shall provide the draft Permanent Guideway Easement to GSA for review within thirty (30) days of the execution of the Agreement. This draft will be, subject to HART obtaining necessary subdivision designations from applicable local agencies/courts for designation of the Permanent Guideway Easement.
  - B. Execution of Permanent Guideway Easement
    - i. Subject to HART's fulfillment of its obligations stated herein and HART obtaining necessary subdivision approval for designation of the Permanent Guideway Easement, within sixty (60) business days GSA shall, subject to its review and approval of the agreements in Part III.C.2., and other customary terms and conditions, execute the Permanent Guideway Easement.
4. Triangle Park TCE

- A. HART shall provide the draft Triangle Park TCE to GSA for review within thirty (30) days after determination by HART that the permanent guideway easement will not be executed in time for guideway construction to commence as scheduled.
  - B. Execution of the Triangle Park TCE
    - i. Subject to HART's fulfillment of its obligations stated herein, within forty-five (45) business days GSA shall, subject to its review and approval of the agreements in Part III.C.1., execute the Triangle Park TCE.
5. Construction Sequence
- A. The Guideway Improvements will take approximately three-to-four (3-4) years to construct. Guideway Improvements are typically constructed in the following sequence:
    - i. Site Prep
    - ii. Construct guideway column foundations
    - iii. Construct guideway columns atop foundations
    - iv. Erect guideway bridge structure atop columns
    - v. Install track and electrical work atop guideway bridge structure
    - vi. Test train system
  - B. Meetings during guideway construction will be held every fourteen (14) business days or as otherwise agreed at a time and location agreeable to contractor and GSA staff.

## EXHIBIT J

### LICENSE AGREEMENT TEMPLATE

<b>REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY</b>		1. LICENSE NO. _____												
A revocable license affecting the property described and for the purpose designated below is hereby granted to the licensee herein named, subject to all conditions, special and general, hereinafter enumerated.														
2. NAME OF LICENSEE <b>HONOLULU AUTHORITY FOR RAPID TRANSPORTATION (HART)</b>	3. ADDRESS <b>1099 Alakea Street, 17<sup>th</sup> Floor, Honolulu, Hawaii 96813</b>													
4. PROJECT DESIGNATION AND ADDRESS <b>HONOLULU HIGH-CAPACITY TRANSIT CORRIDOR PROJECT (HHCTCP) PRINCE JONAH KUHIO KALANIANA'OLE FEDERAL BUILDING &amp; COURTHOUSE (PJKK) 300 Ala Moana Blvd., Honolulu, Hawaii 96813</b>	5. MAXIMUM PERIOD COVERED _____													
6. CONSIDERATION In kind pursuant to the Agreement between HART and U.S. General Services Administration (GSA) executed _____, _____														
7. DESCRIPTION OF PROPERTY AFFECTED  Certain real property located at 300 Ala Moana Blvd. in the City of Honolulu, more specifically depicted in Exhibit A														
8. PURPOSE OF LICENSE The purpose of the License is to provide the Licensee with access and use of certain real property for _____														
By the acceptance of this license, the licensee agrees to abide and be bound by the following conditions:														
<b>I. SPECIAL CONDITIONS</b>														
See attached Supplemental Conditions to this License														
<table border="1" style="width: 100%; border-collapse: collapse;"><thead><tr><th style="width: 50%; text-align: center;">GENERAL SERVICES ADMINISTRATION LICENSOR</th><th style="width: 50%; text-align: center;">LICENSEE</th></tr></thead><tbody><tr><td style="padding: 5px;">DATED THIS _____ DAY OF _____, _____</td><td style="padding: 5px;">ACCEPTED THIS _____ DAY OF _____, _____</td></tr><tr><td style="padding: 5px;">BY (Signature)</td><td style="padding: 5px;">BY (Signature)</td></tr><tr><td style="padding: 5px;">NAME <b>David Haase</b></td><td style="padding: 5px;">NAME <b>Andrew S. Robbins</b></td></tr><tr><td style="padding: 5px;">TITLE <b>Director, GSA Real Property Utilization and Disposal Division</b></td><td style="padding: 5px;">TITLE <b>Executive Director and CEO</b></td></tr><tr><td style="padding: 5px;"></td><td style="padding: 5px;">Reviewed and Approved  <div style="display: flex; justify-content: space-between;"><div>Deputy COR Counsel</div><div>Date: _____</div></div></td></tr></tbody></table>			GENERAL SERVICES ADMINISTRATION LICENSOR	LICENSEE	DATED THIS _____ DAY OF _____, _____	ACCEPTED THIS _____ DAY OF _____, _____	BY (Signature)	BY (Signature)	NAME <b>David Haase</b>	NAME <b>Andrew S. Robbins</b>	TITLE <b>Director, GSA Real Property Utilization and Disposal Division</b>	TITLE <b>Executive Director and CEO</b>		Reviewed and Approved  <div style="display: flex; justify-content: space-between;"><div>Deputy COR Counsel</div><div>Date: _____</div></div>
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TITLE <b>Director, GSA Real Property Utilization and Disposal Division</b>	TITLE <b>Executive Director and CEO</b>													
	Reviewed and Approved  <div style="display: flex; justify-content: space-between;"><div>Deputy COR Counsel</div><div>Date: _____</div></div>													
If Licensee is a Corporation, the following Certificate of Licensee must be executed:														
<b>CERTIFICATE OF CORPORATE LICENSEE</b>														
N/A														

## II. GENERAL CONDITIONS

a. **COMPLIANCE.** Any use made of property affected by the license, and any construction, maintenance, repair, or other work performed thereon by the licensee, including the installation and removal of any article or thing, shall be accomplished in a manner satisfactory to the General Services Administration, hereinafter referred to as GSA.

b. **STRUCTURES.** The licensee shall not place or construct upon, over or under the property any installation or structure of any kind or character, except such as are specifically authorized herein.

c. **LAWS AND ORDINANCES.** In the exercise of any privilege granted by this license, licensee shall comply with all applicable State, municipal and local laws, and the rules, orders, regulations and requirements of Federal governmental departments and bureaus.

d. **SANITARY CONDITIONS.** If this license gives possession of United States property, the licensee shall at all times keep the premises in a sanitary condition satisfactory to GSA.

e. **DAMAGE.** Except as may be otherwise provided by the Special Conditions below, no United States property shall be destroyed, displaced or damaged by the licensee in the exercise of the privilege granted by this license without the prior written consent of GSA and the express agreement of the licensee promptly to replace, return, repair and restore any such property to a condition satisfactory to GSA upon demand.

f. **LIABILITY.** To the extent allowed by law, the Licensee shall indemnify, and save harmless the United States of America, its agents and employees against any and all loss, damage, claim or liability whatsoever, due to personal injury or death, or damage to the property of others directly or indirectly due to the exercise by the Licensee of the privilege granted by the License, or any other act or omission of the Licensee, including the failure to comply with any term of this License, as supplemented.

g. **STORAGE.** Any United States property which must be removed to permit exercise of the privilege granted by this license shall be stored, relocated or removed from the site, and returned to its original location upon termination of this license, at the sole cost and expense of the licensee, as directed by GSA.

h. **OPERATION.** The license shall confine activities on the property strictly to those necessary for the privilege hereby licensed, and, except as set forth in the License, shall refrain from marring or impairing the appearance of said property, obstructing access thereto, interfering with the transaction of Government business and the convenience of the public, or jeopardizing the safety of persons or property.

i. **NOTICE.** Any property of the licensee installed or located on the property affected by this license shall be removed upon thirty (30) days written notice from GSA unless there is a subsequent agreement between the Parties that provides otherwise.

j. **GUARANTEE DEPOSIT.** Any deposit which may be required to guarantee compliance with the terms and conditions of this license shall be in the form of a certified check, cashier's check or postal money order in the amount designated above, payable to GSA.

k. **BOND.** Any bond required by this license shall be in the amount designated above, executed in manner and form and with sureties satisfactory to GSA.

l. **EXPENSE.** Any cost, expense or liability connected with or in any manner incident to the granting, exercise, enjoyment, or relinquishment of this license shall be assumed and discharged by the licensee.

m. **REQUIREMENTS.** The licensee shall promptly comply with such further conditions and requirements as GSA may hereafter prescribe.

n. **ATTEMPTED VARIATIONS.** There shall be no variation or departure from the terms of this license without prior written consent of GSA.

o. **NONDISCRIMINATION.** The licensee agrees that no person will be discriminated against in connection with the use made by the licensee of the property on the ground of race, color or national origin, nor will any person be denied the benefits of or be subjected to discrimination under any program or activity held, conducted or sponsored by the licensee in that any activity, program or use made of the property by the licensee will be in compliance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 238, 252; 42 U.S.C. 2000d) and the applicable regulations of GSA (41 CFR Subpart 101-6.2).

The licensee will obtain from each person or firm, who through contractual or other arrangements with the licensee, provides services, benefits or performs work on the property, a written agreement whereby the person or firm agrees to assume the same obligations with respect to nondiscrimination as those imposed upon the licensee by law and will furnish a copy of such agreement to the licensor.

The breach by the licensee of conditions relating to nondiscrimination shall constitute sufficient cause for cancellation and revocation of the license.

## SUPPLEMENT CONDITIONS

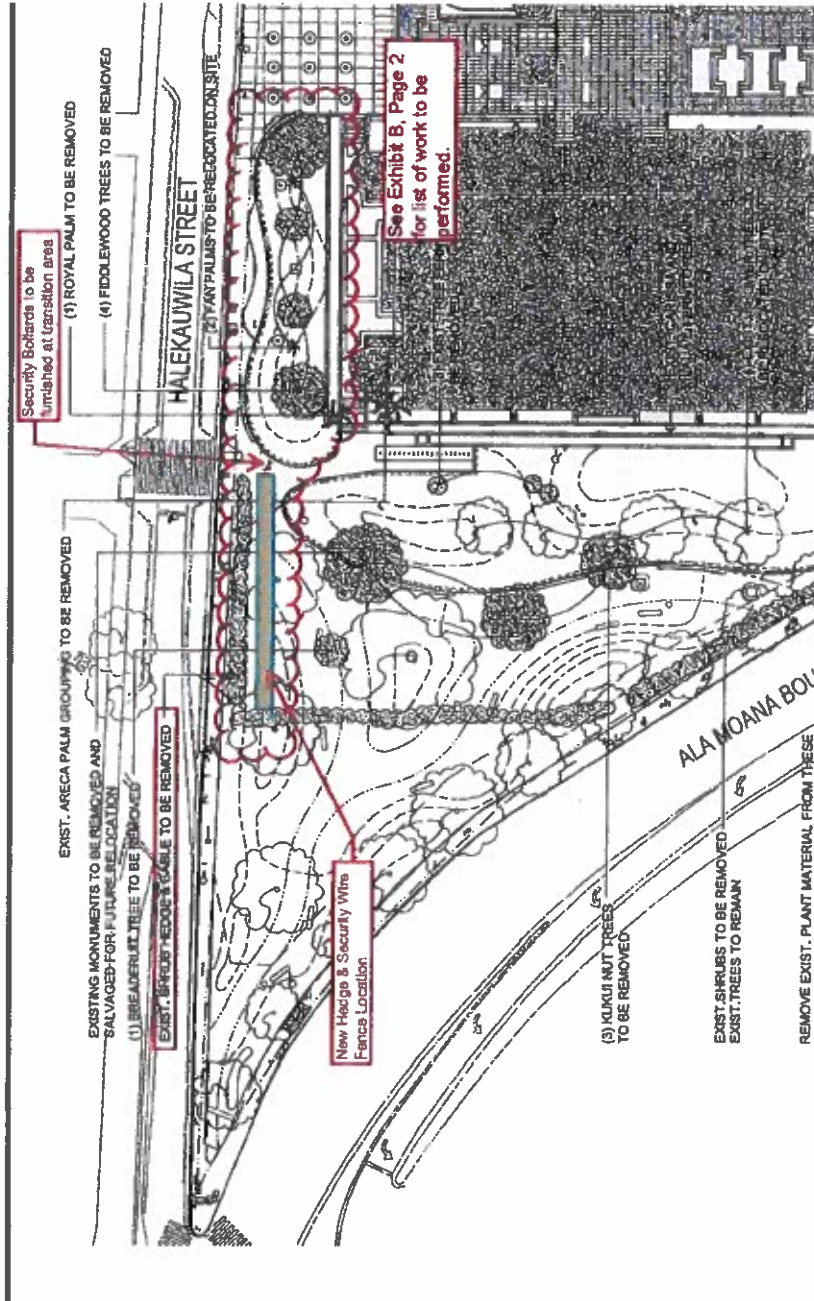
INSERT THE FOLLOWING PROVISIONS AS THOUGH FULLY SET FORTH IN SECTION I, SPECIAL CONDITIONS

1. **Right of Entry; Authorized Work.** Subject to the conditions, stipulations and provisions set forth herein in the "Agreement Between the Honolulu Authority for Rapid Transportation and the United States General Services Administration Regarding Conditions for Development and Operations of Honolulu High-Capacity Transit Corridor Project Affecting the Prince Jonah Kuhio Kalanianaʻole Federal Building and Courthouse", executed on \_\_\_\_\_, \_\_\_\_\_ (the "Agreement"), GSA having reviewed and approved HART's guideway alignment, construction plans and scope of work, hereby grants permission to Licensee and/or its agents and contractors to enter upon the subject property (defined in Section 3. Below) during the term of this License ("Term") at Licensee's own risk and its sole cost to perform preconstruction activities, including utility relocation and connection, and construction of landscaping, hardscaping, and security improvements and tree planting/pruning activities on the subject property pursuant to the Agreement (the "Authorized Work") and for no other purpose.
2. **TERM.** The term of this License shall run from \_\_\_\_\_, \_\_\_\_\_ through \_\_\_\_\_, \_\_\_\_\_.
3. **CONDITION OF THE PREMISES.** The subject property, which is a portion of the Prince Jonah Kuhio Kalanianaʻole Federal Building and Courthouse property ("PJKK") in Honolulu, Hawaii as shown on the License Agreement Map attached as Exhibit A to this Supplement One, is provided "as is" without any kind of warranty or representation as to the quality or condition of the property or the availability of utilities.
4. **MAINTENANCE.** Licensee is responsible for maintaining the subject property in a decent, safe, and sanitary manner, free of debris and hazards, or conditions that would cause subsidence, injury or harm to persons or property. Licensee shall ensure that all construction activities are conducted in a safe manner so as to avoid harming visitors, invitees, guests, neighbors, tenants, or others using PJKK.
5. **NO HAZARDOUS MATERIALS.** The Licensee is prohibited from storing, using, or disposing of Hazardous Materials or Substances, in any manner not sanctioned by law. Any use of Hazardous Materials or Substances as that term is most liberally defined under applicable law, on the subject property shall comply with the highest standard prevailing in the industry.
6. **IMPROVEMENT OF THE SITE.** The Licensee, at its own cost, shall improve the subject property as agreed to in the Agreement. The subject property shall be completely improved on or before the last day of the term of this License. If the Licensee cancels, suspends, abandons or otherwise fails to complete the Authorized Work, then Licensee shall, at its sole cost, immediately restore the site to its original state prior to the grant of this License, or as close thereto as possible according to mutual agreement.
7. **LIABILITY.** Licensee shall indemnify, and hold harmless the United States of America, its agents and employees against any and all loss, damage, claim or liability whatsoever, due to personal injury or death, or damage to PJKK or others directly or indirectly due to the exercise by the Licensee of the privilege granted by the License, or any other act or omission of the Licensee, including the failure to comply with any term of this License, as supplemented. During the term of the License, the Licensee's agents and contractors shall maintain a policy of comprehensive general public liability insurance, in which the United States of America shall be named as an additional insured, covering all of the operations and activities on the subject property. Licensee shall provide approved Certificates of Insurance and endorsements to Licensor.
8. **CONTINUOUS OPERATIONS DURING CONSTRUCTION.** Licensee shall conduct Authorized Work activities outside of normal business hours (7am to 5:30pm), unless such activities do not require the use of heavy equipment or machinery in which case Authorized Work activities may be conducted during normal business hours. Licensee shall coordinate with Licensor to schedule Authorized Work

periods during normal business hours including weekend work periods during daylight hours, in order to minimize impacts on operations at PJKK and area residences. Licensee shall not interrupt utilities service during normal business hours. Licensee shall obtain written approval from Licensor fourteen (14) business days in advance for interruption of utilities during non-business hours.

9. **COORDINATION AND APPROVAL OF GSA.** Licensee shall coordinate all activities with the PJKK Building Manager to ensure that Licensee's activities do not interfere with the mission of the Government, as determined by the Government. In the event that the PJKK Building Manager determines that certain activities are inconsistent with the mission of the Government, he/she may order the Licensee to cease such activities.
10. **CANCELLATION.** This License may be canceled by either Party by giving the other Party written notice of intent to cancel at least thirty (30) days prior to the effective date of cancellation.
11. **GOVERNMENT MAY ENTER THE SUBJECT PROPERTY.** The United States of America reserves the right for its employees, agents, and contractors to enter the subject property at any time, with proper notice according to Section IV General Clauses, Paragraph Q of the Agreement and proper safety equipment to inspect for compliance with the terms of this License or in any emergency situation. Licensee waives any and all claims against the Government on account of such entry.
12. **LICENSEE SHALL NOT ASSIGN THE LICENSE NOR SUBLET THE SUBJECT PROPERTY.** Licensee shall not assign this License nor shall Licensee sublet the subject property. Any such action shall cause the License to immediately terminate.
13. **COMPLIANCE WITH LAWS.** Licensee shall comply with all applicable federal, state, and local laws, rules, and regulations pertaining to its activities on or connected with the subject property. Licensee also shall obtain applicable permits from the county or other applicable authority prior to using the subject property.
14. **SECURITY.** Licensee acknowledges that the subject property is adjacent to and a part of PJKK, and thus, agrees to cooperate with any, and in some instances facilitate and implement at no cost to the Licensor, security measures adopted by the Licensor, provided that these measures do not interfere with the safe operation of the PJKK facilities. In no event shall Licensee interfere with Licensor's efforts to secure the PJKK.
15. **SECURITY CLEARANCE.** Grantee shall provide to Grantor a list of Contractor's employees that will be working on the Project and shall require that those Contractor's employees display contractor-related identification while working on PJKK.
16. **GENERAL CONDITIONS OF THE LICENSE.** The Licensee shall comply with all of the General Conditions of the License, as set forth on the back side of the REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY, GSA Form 1582 (7/68), License No. HI-9S.

**EXHIBIT FOR LANDSCAPING LICENSE AGREEMENT  
(SAMPLE EXHIBIT – ACTUAL EXHIBIT TO BE SUPPLIED)**





## **EXHIBIT K**

### **TEMPORARY CONSTRUCTION EASEMENT TEMPLATE**

**THIS TEMPORARY CONSTRUCTION EASEMENT** (the "Temporary Easement") made this \_\_\_\_ day of \_\_\_\_\_, 2019, between the **UNITED STATES OF AMERICA**, acting by and through the Administrator of General Services, under and pursuant to the powers and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949 (63 Stat. 377) AND 40 USC 1314, as amended, and regulations and orders promulgated thereunder, (hereinafter referred to as "GRANTOR"), and the **CITY AND COUNTY OF HONOLULU** for the benefit of the Honolulu Authority for Rapid Transportation, a semi-autonomous City agency whose address is 1099 Alakea Street, Suite 1700, Honolulu, Hawaii 96813 (hereinafter referred to as "GRANTEE").

### **RECITALS**

- A. Grantor is the owner of the **PRINCE JONAH KUHIO KALANIANA'OLE FEDERAL BUILDING AND COURTHOUSE** property which is located at 300 Ala Moana Boulevard in Honolulu, Hawaii (the "Federal Site").
- B. Grantee desires to design, plan, construct, operate, repair, and maintain the **HONOLULU RAIL TRANSIT PROJECT** (the "Rail Project") on a portion of the Federal Site. In exchange for the ability to construct rail improvements, Grantee has agreed to construct security, landscape and hardscape improvements for Grantor on the Federal Site (the "Project").
- C. Grantee has requested a license and permanent and temporary construction easements necessary for the construction of the Project. Grantee will construct the Project on property to be conveyed pursuant to a permanent easement upon Grantor's approval of plans of the Project. Grantee has also requested a temporary construction easement as a staging and laydown area for the construction of the Rail Project.
- D. Grantor has provided its review and approval of certain specified design documents delivered by Grantee in accordance with the conditions, stipulations and provisions set forth in the "Agreement Between the Honolulu Authority for Rapid Transportation and the United States General Services Administration Regarding Conditions for Development and Operations of the Honolulu Rail Transit Project Affecting the Prince Jonah Kuhio Kalaniana'ole Federal Building and Courthouse", executed on \_\_\_\_\_, 2019 ("Agreement"). The purpose of this review process was to minimize the Project's disruption and impacts to the occupants of the Federal Site and to permit Grantee to undertake certain limited construction activities prior to the conveyance of a permanent easement.

**NOW, THEREFORE**, subject to the covenants, conditions, restrictions and reservations set forth below, the GRANTOR in consideration of the covenants, conditions, restrictions and reservations does hereby remise, release and quitclaim unto Grantee, without warranty express or implied, a nonexclusive temporary

easement in, to, over, under, across and on that certain real property as shown on Exhibit A attached hereto (the "Temporary Easement Property") for valuable consideration.

The conveyance to Grantee herein is subject to all of the covenants, conditions, restrictions and reservations provided in this instrument and is for the purposes set forth below (herein collectively referred to as the "Temporary Easement"):

1. Purpose of Temporary Easement: The purpose of this Temporary Easement is to permit only the following: staging, lay down, and storage, unloading, and placement or marshaling of materials and equipment required for relocation and connection of utilities, utility relocation as described in the Utility Relocation Project contained in the Agreement, and, in the event that the Permanent Easement is not executed, staging for all other construction activity as contemplated by the Rail Project (the "Authorized Work").
2. Uses by Grantor. This Temporary Easement shall not unreasonably interfere with vehicular and pedestrian egress and ingress by Grantor and its invitees and other uses by the Grantor. GSA and Federal tenants shall have uninterrupted access, at all times, to all building entrances and parking garage/lot entrances at the Federal Site during construction. Grantee shall manage pedestrian and other applicable access entering and exiting the Federal Site so that Federal operations are not adversely impacted during construction.
3. Separation of Temporary Easement Area. Grantee shall separate the Temporary Easement Property from the remainder of Grantor's property by the installation of an 8 feet high chain-link fence, dust barrier, site security lighting, protective devices, barricades, temporary railing (Type K), portable changeable message signs and warning signs, as necessary, for the safety of the Grantor's tenants and invitees.
4. Character of Easement. The term of the Temporary Easement shall commence upon Grantee's acceptance hereof and shall terminate automatically no later than forty-eight (48) months after execution or until construction of the Rail Project is completed, whichever occurs first. TCE's may be extended by mutual agreement of the Parties.
5. Termination of Easement. Grantee shall, at the request of Grantor, confirm the termination of the Temporary Easement by executing and acknowledging a declaration of abandonment with respect to the Temporary Easement.
6. Termination for Default. All or any part of this Temporary Easement may be terminated by Grantor for failure to comply with any or all of the terms and conditions of this Temporary Easement. In the event of noncompliance, the Grantor will notify the Grantee in writing of the corrections needed, and the Grantee shall have a period of ten (10) business days from the date of the notice, to complete corrective action. Failure to take corrective action within the 10-day period (or such extension period if granted by the Grantor), will require payment to Grantor, for any and all costs and expenses associated with corrective actions taken by the Grantor as a

result of Grantee's failure to take the required corrective action.

7. Security. Grantee shall undertake reasonable measures to secure the area subject to this Temporary Easement. Grantor shall not be liable to Grantee, its employees or its contractors, for loss of or damage to any property of Grantee or its subcontractors by theft or otherwise nor for any injury or damage to persons or property resulting from any cause of whatsoever nature unless due to the gross negligence of Grantor or its employees.
8. Continuous operations during construction. Grantee shall conduct Authorized Work activities outside of normal business hours (7:00 a.m. to 5:30 p.m.), unless such activities do not require the use of noise generating heavy equipment or machinery in which case construction activities may be conducted during normal business hours. Grantee shall coordinate with Grantor to schedule alternate Authorized Work periods, including weekend work periods during daylight hours, as may be necessary from time to time which will minimize impacts on operations of the Federal Site and area residences. Grantee shall not interrupt utilities service during normal business hours. Grantee shall obtain written approval from Grantor fourteen (14) business days in advance for interruption of utilities during non-business hours.
9. Ingress/Egress. Grantee shall be responsible in managing pedestrian and other applicable access entering and exiting the Federal Site so that Federal operations are not unreasonably impacted during construction of the Project. HART will coordinate with GSA for its input on re-direction and closures of the sidewalks at least ten (10) business days in advance of any proposed re-direction or closure; provided, however that HART shall provide temporary pedestrian access for those persons entering and exiting the Federal Site.
10. Noise. Grantee shall ensure that the Rail Project, including additional sound-mitigation features, meets, or comes reasonably close to meeting, the minimum requirements for noise levels within Federal buildings pursuant to those levels described in Part III.C.2.b. of the Agreement. Grantee shall secure any necessary variances in order to perform construction outside of normal business hours, in order to minimize interference to the Federal site, including disruption to court trials in session.
11. Maintenance. Grantee will be responsible for maintaining the Temporary Easement Property in good and suitable condition.
12. Repair and Restoration. Within thirty (30) business days of termination of the Temporary Easement, Grantee shall return the Temporary Easement Property and all portions of the Federal Site (including personal property) affected by its use to a condition fully equal to the condition in which it existed prior to the commencement of this Temporary Construction Easement unless the Security and Landscaping Plan or subsequent written agreement of the Parties indicate otherwise.

13. Hazardous Materials. Grantee is prohibited from storing, using, or disposing of Hazardous Materials or Substances, in any manner not sanctioned by law. Any use of Hazardous Materials or Substances as that term is most liberally defined under applicable law, on the subject property shall comply with the highest standard prevailing in the industry. If any governmental agency shall ever require testing to ascertain whether or not there has been any release of hazardous materials by Grantee during the term of this Temporary Easement, then the Grantee shall be responsible for the reasonable costs thereof. In addition, Grantee shall execute affidavits, representations and the like from time to time at Grantor's request concerning Grantee's best knowledge and belief regarding the presence of hazardous materials on the Temporary Easement Property placed or released by Grantee.
14. Indemnification. Grantee shall indemnify and save harmless the Grantor, and its employees against any and all loss, damage, claim, or liability whatsoever, due to personal injury or death, or damage to property of others directly or indirectly due to the Project, or any other act or omission of Grantee, including failure to comply with the obligations of the Temporary Construction Easement; provided, however, HART or HART's officers, employees or agents shall not be responsible for such portion of damages caused by the negligence or intentional misconduct of GSA.
15. Insurance. In addition, Grantee shall include the Grantor as an additional insured on all liability insurance policies that it requires from all of its contractors working in the Temporary Easement Property; copies of policies shall be provided to the Grantor prior to the commencement of any construction work by Grantee.
16. Security Clearance. Grantee shall provide to Grantor a list of Contractor's employees that will be working on the Project, and shall require that those Contractor's employees display contractor-related identification while working on the Temporary Easement Property.

**IN WITNESS WHEREOF**, Grantor has caused this Temporary Construction Easement to be executed as of the day and year first written above.

**On Behalf Of:**

The United States acting by and through  
the Administrator of the General  
Services Administration

**By:** \_\_\_\_\_

David Haase  
Contracting Officer  
Real Property Utilization and  
Disposal Division  
GSA, Pacific Rim Region  
San Francisco, California

**ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT**

The **GRANTEE**, through its authorized representative, hereby accepts the conveyed **TEMPORARY EASEMENT** and accepts and agrees to all of the terms, conditions, and restrictions contained in the **TEMPORARY CONSTRUCTION EASEMENT** set forth above. Executed on behalf of the **GRANTEE** this \_\_\_\_ day of \_\_\_\_\_, 2019, at Honolulu, Hawaii.

**City and County of Honolulu for the Benefit of the  
Honolulu Authority for Rapid Transportation**

By: \_\_\_\_\_

Andrew S. Robbins

Title: Executive Director and CEO

Date: \_\_\_\_\_

**Approved as to Form and Legality:**

By: \_\_\_\_\_

Title: Deputy Corporation Counsel

Date: \_\_\_\_\_

**Approved as to Content:**

By: \_\_\_\_\_

Andrew S. Robbins

Title: Interim Director of Transit Property  
Acquisition and Relocation

Date: \_\_\_\_\_

CITY COUNCIL  
CITY AND COUNTY OF HONOLULU  
HONOLULU, HAWAII  
C E R T I F I C A T E

RESOLUTION 19-146

Introduced: 06/18/19 By: IKAIKA ANDERSON – BY REQUEST Committee: BUDGET

Title: RESOLUTION APPROVAL TO ENTER INTO A MASTER AGREEMENT WITH THE UNITED STATES GENERAL SERVICES ADMINISTRATION REGARDING CONDITIONS FOR DEVELOPMENT AND OPERATIONS OF THE HONOLULU RAIL TRANSIT PROJECT AFFECTING THE PRINCE JONAH KUHIO KALANIANA'OLE FEDERAL BUILDING AND COURTHOUSE, TAX MAP KEY NO. 2-1-027:02 (PORTION).

Voting Legend: \* = Aye w/Reservations

07/24/19	BUDGET	CR-222 – RESOLUTION REPORTED OUT OF COMMITTEE FOR ADOPTION. 5 AYES: ELEFANTE, MANAHAN, MENOR, PINE, WATERS.
08/07/19	COUNCIL	CR-222 AND RESOLUTION 19-146 WERE ADOPTED. 9 AYES: ANDERSON, ELEFANTE, FUKUNAGA, KOBAYASHI, MANAHAN, MENOR, PINE, TSUNEYOSHI, WATERS.

I hereby certify that the above is a true record of action by the Council of the City and County of Honolulu on this RESOLUTION.



for GLEN I. TAKAHASHI, CITY CLERK



IKAIKA ANDERSON, CHAIR AND PRESIDING OFFICER